



**TOWN OF FOREST HEIGHTS, MARYLAND  
COUNCIL WORK SESSION MEETING  
VIRTUAL MEETING | WEDNESDAY, APRIL 21, 2021 | 8:00PM**

## AGENDA

Call to Order 8:00 PM

Roll Call Council

1. Habeeb-Ullah Muhammad, Mayor	<input type="checkbox"/> Present	<input type="checkbox"/> Absent
2. Calvin Washington, Council President -- Ward I	<input type="checkbox"/> Present	<input type="checkbox"/> Absent
3. Robert Barnes, Councilman -- Ward I	<input type="checkbox"/> Present	<input type="checkbox"/> Absent
4. Clifton Atkinson, Councilman – Ward II	<input type="checkbox"/> Present	<input type="checkbox"/> Absent
5. Jonathon Kennedy II, Councilman – Ward II	<input type="checkbox"/> Present	<input type="checkbox"/> Absent
6. Taunya Hines, Councilwoman – Ward III	<input type="checkbox"/> Present	<input type="checkbox"/> Absent
7. Paula Noble, Councilwoman – Ward III	<input type="checkbox"/> Present	<input type="checkbox"/> Absent

Moment of Silence

Pledge of Allegiance to the Flag of the United States of America

Approval of Agenda

a. Minutes from Monday, April 5, 2021

Public Period (limit 2 minutes)

Legislation

**RESOLUTION 09-21** A RESOLUTION TO APPROVE A REVISED AND SUBSTITUTED COPIER LEASE WITH U.S. BANK EQUIPMENT FINANCE (“LESSOR”) AND AN EQUIPMENT, SOFTWARE & SERVICES AGREEMENT WITH CENTRIC BUSINESS SYSTEMS, INC. (“SUPPLIER”).

**RESOLUTION 11-21** A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOREST HEIGHTS, MARYLAND TO HIRE SENORA THOMPSON-SCOTT, AS A FULL TIME EMPLOYEE WITH THE POLICE DEPARTMENT.

**RESOLUTION 12-21** A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT ON BEHALF OF THE TOWN OF FOREST HEIGHTS TO CONSULT WITH A LOCAL FIRM REGARDING REROUTING AND INSTALLATION OF ELECTRICAL SERVICE FOR THE TOWN’S MAINTENANCE GARAGE LOCATED ON PARCEL A, AND GENERALLY RELATED TO PROFESSIONAL SERVICES.

**RESOLUTION 13-21** A RESOLUTION TO APPROVE AND SUPPORT THE MIXED-USE DEVELOPMENT OF PROPERTY LOCATED WITHIN AND ABUTTING THE CORPORATE LIMITS OF THE TOWN OF FOREST HEIGHTS KNOWN AS NATIONAL VIEW.

**RESOLUTION 14-21** A RESOLUTION TO PARTICIPATE IN THE ADULT MOSQUITO CONTROL PROGRAM 2021 WITH THE MARYLAND DEPARTMENT OF AGRICULTURE.

**RESOLUTION 15-21** A RESOLUTION FOR THE ADOPTION OF AN AMENDMENT TO THE TOWN’S EMPLOYEE HANDBOOK REGARDING COMPENSATORY TIME FOR EXEMPT EMPLOYEES.

**TOWN OF FOREST HEIGHTS, MARYLAND**

**COUNCIL WORK SESSION MEETING**

**VIRTUAL MEETING | WEDNESDAY, APRIL 21, 2021 | 8:00PM**

**RESOLUTION 16-21** A RESOLUTION TO SETFORTH AND ESTABLISH THE TOWN'S REAL PROPERTY TAX RATE FOR FISCAL YEAR 2022.

**RESOLUTION 17-21** A RESOLUTION TO PURCHASE (3) POLICE VEHICLES AND EQUIPMENT TO REPLACE 3 POLICE VEHICLES THAT ARE NO LONGER SERVICEABLE.

**RESOLUTION 18-21** A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOREST HEIGHTS APPOINTING COUNCIL COMMITTEES AND CHAIRS.

**01-21 ORDINANCE** AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF FOREST HEIGHTS, MARYLAND READOPTING AND AMENDING ARTICLE 20 (FINANCIAL MANAGEMENT AND INTERNAL CONTROLS), SECTION 20.4 (PROCEDURES) OF THE ORDINANCE CODE OF THE TOWN OF FOREST HEIGHTS TO CHANGE THE THRESHOLD AMOUNT FOR SMALL PURCHASES FROM \$1,000 TO \$5,000 THEREBY AUTHORIZING THE MAYOR TO MAKE SMALL PURCHASES UP TO \$5,000 WITHOUT PRIOR APPROVAL BY THE COUNCIL, AND GENERALLY RELATING TO PROCUREMENT PROCEDURES.

New Business

Adjournment

Join Zoom Meeting

<https://us02web.zoom.us/j/563484463>

Meeting ID: 563484463

One tap mobile

+13017158592,,563484463# US (Washington DC)

Dial by your location

+1 301 715 8592 US (Washington DC)

Meeting ID: 563484463

**Town of Forest Heights  
Mayor/Council Work Session- 7:30 PM  
Monday, April 5, 2021  
Meeting Minutes  
Virtual Meeting**

**Call to Order:** 7:32 PM

**Roll Call:** CM Washington, CM Barnes, CM Atkinson, CM Kennedy II, CW Hines, CW Noble, Mayor Muhammad present. Quorum established.

**Moment of Silence:**

**Pledge of Allegiance:**

**Approval of Agenda:** Motion by CM Washington to approve the agenda; seconded by CW Hines; all in favor; motion passed.

**Public Period:** The Town Clerk read a statement from Tina McDowell. It commented on the proposed National View LLC, claiming that it was high rise, high density, and would negatively impact the Town. It compared the situation to Tysons's Corner, and urged the council to vote against the development.

Theresa Brownson commented on having an additional public period at the end of the legislative period of the meeting. Mayor Muhammad responded that they would look into that, and that she had not forgotten.

**Staff Reports:**

**Treasurer's Report:**

**Public Works:** CW Noble asked Mr. Vaughn asked if the retaining walls on Sachem wall were complete, if grass was expected to grow where straw was placed, and if this would affect the other area. Mr. Vaughn answered yes that grass would grow, and that it would prevent any other issues. Tina McDowell asked what other plans the town had to prevent mudslides. The Mayor responded that the Public Works Director is working to identify and combat such problems.

**Code Enforcement:** Report from the Code Enforcement can be fine in the Clerk Office.

**Ombudsman:** Report from the Ombudsman can be fine in the Clerk Office.

**Police Chief:** Report from the Police Chief can be fine in the Clerk Office.

**Town Administrator:** Report from the Town Administrator can be fine in the Clerk Office.

**Ward Reports:**

**Ward I:** None

**Ward II:** None

**Ward III:** CW Hines announced the ribbon cutting ceremony for the completion of the North Huron Drive Safe Routes to School project, with the estimated date of May 7<sup>th</sup>. CW Noble stated that she had been talking to residents about the National View LLC project.

**Mayor's Report:** Mayor Muhammad stated that she and the Town Clerk were working to get a mobile vaccination site at the Town Hall, working in partnership with the Forest Heights CDC for an ETA of August 7<sup>th</sup>, on Forest Heights Day.

**Legislation:**

**Resolution 09-21:** A Resolution to approve a revised and substituted copier lease with U.S. Bank Equipment Finance ("Lessor") and equipment, software and services agreement with Centric Business Systems, Inc. ("Supplier"); motion by CM Washington to waive the full reading; seconded by CW Hines; all in favor; discussion; the Town Administrator explained that this was an existing contract set to expire in December. The goal is to amend the existing contract, to add an extra copier to the police department, and to trade in the old model of the copier for something more up to date. It would lower the cost of copies made if approved. CM Kennedy II asked if the machines would be able to keep making booklets and have the same features. The Town Clerk answered yes, one of them would have a faster printer to take on the workload.

**Resolution 11-21:** A Resolution of the Mayor and Council of the Town of Forest Heights, Maryland to hire Senora Thompson-Scott, as a full-time employee with the Police Department; motion by CM Washington to waive the full reading seconded by CW Hines; all in favor; no discussion.

**Resolution 12-21:** A Resolution authorizing the Mayor to enter into a professional services contract on behalf of the Town of Forest Heights to consult with a local firm regarding rerouting and installation of electrical service for the Town's maintenance garage located on Parcel A, and generally related to professional services; motion by CM Washington to waive the full reading; seconded by CW Hines; all in favor; motion passed; discussion; CW Noble asked if this was the same as the contracts relating to 606 Modoc. Mayor Muhammad and Chief Rease answered

that it was dealing with the existing garage in the back of the Municipal Building. The Chief further elaborated that this would allow the police to have their own electrical charging station. Lt. Jones stated that the estimate for the project is \$15,500.

**Resolution 13-21:** A Resolution to approve and support the mixed-use development of property located within and abutting the corporate limits of the Town of Forest Heights known as National View; motion by CM Washington to waive the full reading; seconded by CW Hines; all in favor; CM Barnes asked if a meeting would be held for the residents to discuss. The Town Administrator said that a special meeting had already been held on February 24<sup>th</sup>. CW Noble commented that she did not think the Town did a good job with interacting with the residents enough. CM Kennedy II asked CW Noble how she would have gotten the message out. CW Noble responded that it should have been put on the front page of the newsletter more. CM Kennedy II remarked that the Town Administrator had proposed another Q&A meeting. CM Barnes commented that residents of Ward I and Ward II should also be involved. CW Hines interjected, asking if there was supposed to be another follow up meeting on April 24<sup>th</sup> or 28<sup>th</sup>. The Town Administrator said that the Town does not have another meeting scheduled, but there is another meeting with the County Zoning Hearing Examiner. CW Noble stated that all public forum notices should go in the newsletter. Mayor Muhammad responded that there was a sign on Blackhawk Drive. Town Attorney Kevin Best said that the next zoning hearing would be April 28<sup>th</sup> at 9:30 AM. CW Noble asked if the Town meeting could start earlier for the public hearing. CM Kennedy II proposed having it earlier to allow residents a chance to process the information. Mayor Muhammad said that the councilman could create a date later with the Town Clerk.

**Resolution 14-21:** A Resolution to participate in the Adult Mosquito Control Program 2021 with the Maryland Department of Agriculture. Motion by CM Washington to waive the full reading seconded by CM Kennedy II; all in favor; discussion. Public Works Director Mr. Vaughn said that spraying would go on May 26<sup>th</sup>-September 28<sup>th</sup>.

**Resolution 15-21:** A Resolution for the adoption of an amendment to the Town's employee handbook regarding compensatory time for exempt employees; motion by CM Washington to waive the full reading; seconded by CW Hines; all in favor; no discussion.

**Resolution 16-21:** A Resolution to set forth and establish the Town's Real Property Tax Rate for Fiscal Year 2022; motion by CM Washington to waive the full reading; seconded by CW Hines; all in favor; Town Treasurer Leittia Vaughn reminded the Council that if there is an increase in non-residential taxes, then they must schedule a hearing.

**Resolution 17-21:** A Resolution to purchase (3) Police vehicles and equipment to replace 3 police vehicles that are no longer serviceable. Motion by CM Washington to waive the full reading; seconded by CW Hines; all in favor; CW Noble asked how many vehicles the police department would have. Chief Rease stated it would be 15 total vehicles. As the department has a K9 unit, they are obligated to have a spare vehicle. 1 vehicle was completely lost on December 25<sup>th</sup>. He elaborated on the vehicle replacement policy and stated that the three vehicles were the oldest in the fleet. Once they pass 100,000 miles, they run into a multitude of costly maintenance problems. The average vehicle runs 15,000-25,000 miles per year. All vendors must have a certificate of good standing. They are also working with body and in-car cameras. CM Kennedy II asked if the resolution was also lumping in a five-year contract with Axon Enterprises. The Chief said that Axon is the vendor for body cameras and tasers, and it is easier to make all the contracts as one payment. Everyone is taser certified.

**Ordinance 01-21:** An ordinance of the Mayor and Council of the Town of Forest Heights, Maryland readopting and amending Article 20 (Financial Management and Internal Controls), Section 20.4 (Procedures) of the Ordinance Code of the Town of Forest Heights to change the threshold amount for small purchases from \$1,000 to \$5,000 thereby authorizing the Mayor to make small purchases up to \$5,000 without prior approval by the council, and generally relating to procurement procedures. Motion by CM Washington to waive the full reading; seconded by CW Hines; all in favor; motion passed. Discussion; CW Noble asked why the change is needed. The Mayor responded that emergencies occurred in the Town that cost over \$1,000. For example, it was required that 3 councilmembers needed to sign off to pay to fix a sinkhole. First Reading April 5, 2021.

**New Business:** CM Barnes asked to go back to Resolution 15-21 to ask the Attorney to explain it. The Town Clerk replied that he was out of order. The Mayor responded that the councilman could discuss later with the Attorney or the Town Administrator. CM Barnes responded that it was new business. The Town Attorney explained the need for comp time. Salaried employees are exempt from the Fair Labor Standards act. The comp time would not be given to hourly employees. It would help with those who are working in excess of the regular work week. It falls in line with practices that other municipalities have. The comp time would be added as a benefit.

**Meeting Adjourned:** 8:38 PM



**THE TOWN OF FOREST HEIGHTS  
RESOLUTION 09-21**

**A RESOLUTION TO APPROVE A REVISED AND SUBSTITUTED COPIER LEASE  
WITH U.S. BANK EQUIPMENT FINANCE ("LESSOR") AND AN EQUIPMENT,  
SOFTWARE & SERVICES AGREEMENT WITH CENTRIC BUSINESS SYSTEMS,  
INC. ("SUPPLIER")**

Introduced By: Habeeb-Ullah Muhammad, Mayor

**WHEREAS**, the Town Charter, § 33-63(b) authorizes the Mayor and Council to enter into contracts for supplies, materials, equipment, construction of improvements, or contractual service involving more than ten thousand dollars (\$10,000.00) shall be made on written contract, and the Mayor and Council shall be required to advertise for sealed bids for all such written contracts; and

**WHEREAS**, on December 21, 2016 the Mayor and Council approved Resolution 74-16 to accept a bid from Centric Business Systems, Inc. to accept a bid for a copier lease and services for the Town's administration offices; and

**WHEREAS**, the bid included a lease of a Ricoh MP C4504 with booklet finisher, hole punch, fax kit & 4 drawers, for the following 60 months in the amount of \$165.50 monthly and a monthly maintenance fee of \$227.50, which was a total of \$393.00 per month; and

**WHEREAS**, the Town was previously allotted a minimum of 13,000 b/w copies and 2,000 color copies under the prior agreement and anything over was to be charged at \$0.0075 per black and white copy and \$0.065 per color copy; and

**WHEREAS**, the new proposed lease for two (2) copier machines ((i) Ricoh IMC4500 with booklet finisher for administration and (ii) Ricoh IMC2500 for FHPD) for 60 months in the amount of \$1,297.62 monthly including the monthly maintenance fee; and

**WHEREAS**, the Town will be allotted a minimum of 11,000 b/w copies and 10,250 color copies under this new agreement and anything over was to be charged at \$.0091 per black and white copy and \$.0411 per color copy; and

**WHEREAS**, the Council finds that Centric Business Systems, Inc. and US Bank N.A. (trading as US Bank Equipment Finance) are in good standing with the State, and the Town, has previously conducted competitive bidding with these vendors and awarded a contract and lease to said vendors and it is in the best interest of the Town to approve the lease and maintenance contract described herein.

**NOW THEREFORE, BE IT RESOLVED**, that the Mayor and Town Council of the Town of Forest Heights hereby approves and authorizes the Mayor to execute a maintenance contract with Centric Business Systems, Inc. and a lease with U.S. Bank both attached hereto and incorporated by reference herein.

**AND BE IT FURTHER RESOLVED**, that the Mayor or her designee shall ensure that assurances are obtained in writing that the current copier machine lease and maintenance

The Town of Forest Heights  
Resolution 09-21

**THE TOWN OF FOREST HEIGHTS  
RESOLUTION 09-21**

contract are fully terminated and substituted with the new lease and contract approved by this Resolution.

**AND BE IT FURTHER RESOLVED**, that this Resolution shall take effect immediately upon passage.

PASSED this \_\_\_\_ day of March 2021.

**APPROVED:** By Resolution of the Town Council of The Town of Forest Heights, Maryland

ROLL CALL VOTE

YEA/NAY/ABSTAIN/ABSENT

MUHAMMAD

\_\_\_\_\_

KENNEDY II

\_\_\_\_\_

NOBLE

\_\_\_\_\_

BARNES

\_\_\_\_\_

HINES

\_\_\_\_\_

WASHINGTON

\_\_\_\_\_

ATKINSON

\_\_\_\_\_

ATTEST:

THE TOWN OF FOREST HEIGHTS,  
MARYLAND

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

By: \_\_\_\_\_  
Habeeb-Ullah Muhammad, Mayor

By: \_\_\_\_\_  
Calvin Washington, Council President

CERTIFICATION

I, hereby certify, as the duly appointed Town Clerk of the Town of Forest Heights, Maryland, that on the \_\_\_\_ day of March 2021 with \_\_\_\_ Aye votes and \_\_\_\_ Nay votes the aforesaid Resolution 09-21 passed.

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

[Exhibit A & B: Value Lease Agreement of U.S. Bank Equipment Finance and Equipment,  
Software & Services Agreement with Centric Business Systems]



Value Lease  
Pool Billing Schedule

APPLICATION NO.

AGREEMENT NO.

EQUIPMENT FINANCE

This Pool Billing Schedule is to be attached to and becomes part of the above-referenced Agreement by and between the undersigned and U.S. Bank Equipment Finance.

**POOL NAME:** Forest Heights Main Machine

Pool Location: 5508 Arapahoe Dr. Forest Heights MD 20745

MAKE/MODEL/ACCESSORIES	EQUIPMENT POOL DESCRIPTION	SERIAL NO.	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
Ricoh IMC4500 w/ booklet finisher				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

Monthly Payment\* \$ 1,123.31 \*plus applicable taxes

Monthly Page Allowance

Overages billed quarterly at\*

on Copiers:	10000	B&W Pages	10000	Color Pages	\$ .0085	per B&W page	\$ .04	per Color page
on Printers:		B&W Pages		Color Pages	\$	per B&W page	\$	per Color page
on Production:		B&W Pages		Color Pages	\$	per B&W page	\$	per Color page

**POOL NAME:** Police Station

Pool Location: 606 Modoc Lane A, Forest Heights MD 20745

MAKE/MODEL/ACCESSORIES	EQUIPMENT POOL DESCRIPTION	SERIAL NO.	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
Ricoh IMC2500				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

Monthly Payment\* \$ 174.31 \*plus applicable taxes

Monthly Page Allowance

Overages billed quarterly at\*

on Copiers:	1000	B&W Pages	250	Color Pages	\$ .015	per B&W page	\$ .085	per Color page
on Printers:		B&W Pages		Color Pages	\$	per B&W page	\$	per Color page
on Production:		B&W Pages		Color Pages	\$	per B&W page	\$	per Color page

**POOL NAME:**

Pool Location:

MAKE/MODEL/ACCESSORIES	EQUIPMENT POOL DESCRIPTION	SERIAL NO.	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

Monthly Payment\* \$ \*plus applicable taxes

Monthly Page Allowance

Overages billed quarterly at\*

on Copiers:		B&W Pages		Color Pages	\$	per B&W page	\$	per Color page
on Printers:		B&W Pages		Color Pages	\$	per B&W page	\$	per Color page
on Production:		B&W Pages		Color Pages	\$	per B&W page	\$	per Color page

**POOL NAME:**

Pool Location:

MAKE/MODEL/ACCESSORIES	EQUIPMENT POOL DESCRIPTION	SERIAL NO.	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

Monthly Payment\* \$ \*plus applicable taxes

Monthly Page Allowance

Overages billed quarterly at\*

on Copiers:		B&W Pages		Color Pages	\$	per B&W page	\$	per Color page
on Printers:		B&W Pages		Color Pages	\$	per B&W page	\$	per Color page
on Production:		B&W Pages		Color Pages	\$	per B&W page	\$	per Color page

Each piece of Equipment described in this Pool Billing Schedule includes all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

**CUSTOMER ACCEPTANCE**

This Pool Billing Schedule is hereby verified as correct by the undersigned Customer.

Town of Forest Heights

X

SIGNATURE

TITLE

DATED

CUSTOMER  
33185 - Centric (2017)

Rev. 02/18/2020



# Value Lease Agreement

APPLICATION NO.

AGREEMENT NO.

## EQUIPMENT FINANCE

Send Account Inquiries to: 1310 Madrid Street, Suite 101 • Marshall, MN 56258 • Phone: (800) 328-5371 • Fax: (800) 328-9092  
Send Payments to: P.O. Box 790448 • St. Louis, MO 63179-0448

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance").

### CUSTOMER INFORMATION

FULL LEGAL NAME			STREET ADDRESS	
Town of Forest Heights			5508 Arapahoe Dr.	
CITY	STATE	ZIP	PHONE	FAX
Forest Heights	MD	20745	301-839-1030	
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

### SUPPLIER INFORMATION

FULL LEGAL NAME	STREET ADDRESS	CITY / STATE / ZIP	PHONE
Centric Business Systems, Inc.	10702 Red Run Boulevard	Owings Mills, MD 21117	877.902.3301

### EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>

☐ See attached Schedule A☒ See attached Billing Schedule

### TERM AND PAYMENT INFORMATION

63 Payments\* of \$ 1,297.62 If you are exempt from sales tax, attach your certificate. \*plus applicable taxes

The payment ("Payment") period is monthly unless otherwise indicated.

Monthly Payment Allowance		Overages billed quarterly at*	
on Copiers:	B&W Pages _____ Color Pages \$ _____	per B&W page \$ _____	per Color page _____
on Printers:	B&W Pages _____ Color Pages \$ _____	per B&W page \$ _____	per Color page _____
on Production:	B&W Pages _____ Color Pages \$ _____	per B&W page \$ _____	per Color page _____

By Initialing here, you agree that maintenance and supplies are not included in this Agreement and Paragraph 13 shall not apply to this Agreement.

CONNECTIVITY SERVICE OPTION (By selecting "YES" you agree that the Monthly Connectivity Service Fee will be added to this Agreement's monthly invoice.)

Do you wish to enroll in the Connectivity Service Program? ☐ Yes OR ☒ No Monthly Connectivity Service Fee\* \$ \_\_\_\_\_

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

### LESSOR ACCEPTANCE

U.S. Bank Equipment Finance			
LESSOR	SIGNATURE	TITLE	DATED

### CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

Town of Forest Heights	<input checked="" type="checkbox"/>		
CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATED
FEDERAL TAX I.D. #	PRINT NAME		

### TERMS AND CONDITIONS

1. AGREEMENT: You agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. If maintenance and supplies are not included, the term shall start on the date we pay Supplier and the first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month (the "Scheduled Due Date") unless a different due date is mutually agreed to by us and you. If the parties agree to adjust the Payment due date (an "Adjusted Due Date"), in addition to all Payments and other amounts due hereunder, you will pay an Interim payment in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Scheduled Due Date and the Adjusted Due Date. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law. (Continued on Page 2)

2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or, if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a yearly processing fee of up to \$50 for personal property taxes we pay related to the Equipment. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of up to \$125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of properly insured within 30 days after the start of this Agreement, we may, at our sole discretion, charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, leasing, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. **ASSIGNMENT:** YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent. You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. **END OF TERM:** You will have the following option, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. Fair Market Value means the value of the Equipment in continued use. Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment. At the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.**

9. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier Information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. **WARRANTY DISCLAIMERS:** WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.

12. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with Minnesota law. You consent to jurisdiction and venue of any state or federal court in Minnesota and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

13. **MAINTENANCE AND SUPPLIES:** Unless indicated otherwise on page 1, you have elected to enter into a separate arrangement with Supplier for maintenance, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and toner and developer ("Arrangement"). You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Arrangement. Supplier will be solely responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Lessor (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. As a convenience to you, we will provide you with one invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned by us. We may charge you a monthly supply freight fee to cover the costs of shipping supplies to you. Each month, you are entitled to produce the minimum number of pages shown on page 1 for each applicable page type. Regardless of the number of pages made, you will never pay less than the minimum Payment. You agree to provide periodic meter readings on the Equipment. You agree to pay the applicable overage charge for each metered page that exceeds the applicable minimum number of pages. Pages made on equipment marked as not financed under this Agreement will be included in determining your page and overage charges. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the maintenance and supplies portion of the Payment and the overage charges may be increased by a maximum of 15% of the existing payment or charge. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/10th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.

14. **CONNECTIVITY SERVICES:** If selected on page 1, you have elected to enter into a separate Connectivity Service Agreement with Supplier for the Equipment ("Connectivity Service Agreement"). Such Connectivity Service Agreement is separate and distinct from this Agreement and shall not affect your obligations under this Agreement. You agree to pay all amounts owing under this Agreement regardless of any claim you may have against Supplier relating to the Connectivity Service Agreement. Supplier will be solely responsible for performing all services under the Connectivity Service Agreement. You agree not to hold Lessor (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Connectivity Service Agreement. As a convenience to you, we will provide you with one invoice covering (1) amounts owing under this Agreement and the Arrangement, and (2) amounts owing under the Connectivity Service Agreement.





# Centric Business Systems

## EQUIPMENT, SOFTWARE & SERVICES AGREEMENT

☐ Hagerstown ☐ Malvern ☐ Owings Mills ☐ DC ☐ York ☐ Richmond ☐ Salisbury ☐ Tysons Corner

<b>SOLD TO</b>			<b>SHIP TO</b> <input type="checkbox"/> Same as Sold To		
Company Name: Town of Forest Heights			Company Name:		
Address: 5508 Arapahoe Dr.			Address:		
City: Forest Heights	State: MD	Zip: 20745	City:	State:	Zip:

<b>CONTACT INFORMATION</b>			
Administrative Contact: Sherletta Hawkins	IT Contact:		
Email: shawkins@forestheightsmd.gov	Email:		
Phone: (301) 839-1030	Fax:	Phone:	Fax:

<b>BILLING INFORMATION</b>	
PLEASE SELECT PREFERRED CONTACT METHOD (REQUIRED FOR BILLING)	
Meter Reading Contact:	Phone:
<input type="checkbox"/> Email:	<input type="checkbox"/> Fax:

<b>EQUIPMENT INFORMATION</b>					
SELECT ONE		<input checked="" type="checkbox"/> New	<input type="checkbox"/> In Place	<input type="checkbox"/> Reconditioned	<input type="checkbox"/> Demo Unit
<small>IF ADDITIONAL LISTS ARE NEEDED, PLEASE REFER TO EQUIPMENT SCHEDULE</small>					
Quantity	Manufacturer	Model/Accessories	Unit Price	Extended Price	
1	Ricoh	IMC4500 w booklet finisher		see lease	
1	Ricoh	IMC2500		see lease	
		Old contract #500-0498886-000 and service			
		contract associated with this account will be			
		canceled at no penalty as part of the new			
		contract			

<b>EQUIPMENT PURCHASE TERMS</b>	
The equipment identified above (the "Equipment") is purchased under the following standard terms and conditions, which have been acknowledged and accepted by the company or individual identified above, who is purchasing the Equipment pursuant to this Agreement ("Customer"), and such acceptance is evidence by Customer's signature contained on page 4 of this Equipment, Software & Services Agreement (this "Agreement"):	
1. Centric Business Systems, Inc. ("Centric") retains a security interest in the Equipment and supplies described above and further in this Agreement until the total price identified herein (the "Purchase Price") is paid in full.	
2. If for any reason, Customer fails to complete any of its obligations hereunder, including, but not limited to, making payments when they become due, as indicated on each invoice sent by Centric to Customer, then Centric may, in addition to any other remedies available under law, retain the thirty-three percent (33%) deposit identified herein (the "Deposit") as damages for default hereunder. In the event of a default by Customer after which Centric initiates a formal legal action to recover damages or for other relief, which results in judgment against Customer, Customer shall pay all costs of collection incurred by Centric, including reasonable and necessary attorney fees.	
3. Customer understands and hereby acknowledges that Centric has not made and is not bound by any oral or written representations by its sales representatives, unless such representations are explicitly restated in writing within the body of this Agreement. See "Terms and Conditions for Maintenance Programs" on the following pages. This is a binding Agreement for purchase, not subject to cancellation. This Agreement cannot be changed except as agreed to in writing by Centric. A one and a half percent (1.5%) per month late charge (eighteen percent (18%) per annum) will be applied to all balances due which remain outstanding for more than thirty (30) days.	
4. All orders are subject to credit approval.	
5. The sole remedy for Centric's failure to complete its obligations hereunder shall be the return of the Deposit.	
6. If equipment is being leased, see lease agreement for lease terms.	
PURCHASE ORDER # <u>see lease</u> <small>(If Required)</small>	
SUBTOTAL \$	
STATE & LOCAL TAX \$ <small>(If Exempt, Show Tax ID #)</small>	
SETUP, DELIVERY & INSTALLATION \$	
TOTAL PRICE \$	
LESS 33% DEPOSIT \$	
BALANCE DUE \$	

Administrative Offices  
10702 Red Run Blvd, Owings Mills, MD 21117  
Phone: 877-902-3301 Fax 410-902-3307  
[www.centricbiz.com](http://www.centricbiz.com)

PLEASE SELECT THE APPLICABLE PROGRAM.

**EQUIPMENT, MAINTENANCE & SUPPLY (EMS) LEASE MAINTENANCE PROGRAM**

The guaranteed minimum monthly volume included (copies/prints) in the attached lease agreement are outlined below. All toner, developer, drums, parts, and labor (except for paper and staples) will be provided for the contracted equipment. Additional volume is billed at the cost and interval as follows:

☒ EMS Copier (MFD) Black & White 10,000(IMC4500)  
1,000 (IMC2500)  
Minimum monthly volume included: \_\_\_\_\_  
Additional volume billed quarterly @ \$ \_\_\_\_\_ per page.  
(monthly quantity) \$0.0085(IMC4500)  
\$0.015(IMC2500)

☐ EMS Printer (FlexPrint) Black & White  
Minimum monthly volume included: \_\_\_\_\_  
Additional volume billed \_\_\_\_\_ @ \$ \_\_\_\_\_ per page.  
(monthly quantity)

☒ EMS Copier (MFD) Color 10,000(IMC4500)  
250(IMC2500)  
Minimum monthly volume included: \_\_\_\_\_  
Additional volume billed quarterly @ \$ \_\_\_\_\_ per page.  
(monthly quantity) \$0.04(IMC4500)  
\$0.085(IMC2500)

☐ EMS Printer (FlexPrint) Color  
Minimum monthly volume included: \_\_\_\_\_  
Additional volume billed \_\_\_\_\_ @ \$ \_\_\_\_\_ per page.  
(monthly quantity)

**COMPREHENSIVE MAINTENANCE & SUPPLY (CMS) PROGRAM**

The minimum volume included (copies/prints) in the agreement are outlined below. All toner, developer, drums, parts, and labor (except for paper and staples) will be provided for the term of the contract. Additional volume is billed at the cost and interval as follows:

☐ CMS Copier (MFD) Black & White  
Billed \$ \_\_\_\_\_ for \_\_\_\_\_ documents per \_\_\_\_\_.  
(included) (monthly quantity)  
Additional volume billed \_\_\_\_\_ @ \$ \_\_\_\_\_ per page.  
(monthly quantity)

☐ CMS Printer (FlexPrint) Black & White  
Billed \$ \_\_\_\_\_ for \_\_\_\_\_ documents per \_\_\_\_\_.  
(included) (monthly quantity)  
Additional volume billed \_\_\_\_\_ @ \$ \_\_\_\_\_ per page.  
(monthly quantity)

☐ CMS Copier (MFD) Color  
Billed \$ \_\_\_\_\_ for \_\_\_\_\_ documents per \_\_\_\_\_.  
(included) (monthly quantity)  
Additional volume billed \_\_\_\_\_ @ \$ \_\_\_\_\_ per page.  
(monthly quantity)

☐ CMS Printer (FlexPrint) Color  
Billed \$ \_\_\_\_\_ for \_\_\_\_\_ documents per \_\_\_\_\_.  
(included) (monthly quantity)  
Additional volume billed \_\_\_\_\_ @ \$ \_\_\_\_\_ per page.  
(monthly quantity)

**WIDE FORMAT PROGRAMS\***

- ☐ SERVICE ONLY Includes parts and labor for the term of the contract.  
☐ SERVICE AND SUPPLIES (Excludes Paper) Includes all toner, drums, parts and labor for the term of the contract.  
☐ SERVICE AND SUPPLIES (Includes Paper) Includes all toner, paper, drums, parts and labor for the term of the contract.  
Billed \$ \_\_\_\_\_ for \_\_\_\_\_ square feet per \_\_\_\_\_ Additional square feet billed \_\_\_\_\_ at \$ \_\_\_\_\_ per sq ft.  
(or inch) (monthly quantity) (monthly quantity)

\*All Inkjet Wide Format Programs exclude print heads and supplies.

**EQUIPMENT MAINTENANCE PROGRAM**

Includes parts and labor for the term of the contract. (Excludes all supplies.)

Drums are ☐ OR are not ☐ included.

Billed \$ \_\_\_\_\_ for \_\_\_\_\_ documents per \_\_\_\_\_ Additional volume billed \_\_\_\_\_ at \$ \_\_\_\_\_ per page.  
(monthly quantity) (monthly quantity)

**FASCIMILE PROGRAM**

Includes all parts and labor \$ \_\_\_\_\_ the term of the contract. Excludes all drums and supplies.

**SOFTWARE SUPPORT PROGRAM**

Solution \_\_\_\_\_

Billed \$ \_\_\_\_\_ for \_\_\_\_\_ year(s). Includes software support, subject to licensing agreement.

**CENTRIC CONNECT PROGRAM**

This program is to provide our customers with the network support they require to ensure that our equipment is printing, faxing and scanning effectively in their specified network environment. It enables Centric to solve customer issues that are outside of the scope of services in our maintenance agreement for the term of the contract.

- ☐ Accept All covered units billed \$ \_\_\_\_\_ per \_\_\_\_\_ for \_\_\_\_\_ multifunctional copiers.  
(monthly quantity) (monthly quantity)  
☒ Decline I agree to be billed at prevailing rates for network support.

Customer Initials \_\_\_\_\_

☐ NO MAINTENANCE COVERAGE OPTION CHOSEN

All programs are subject to the terms and conditions set forth on the following pages.

## TERMS AND CONDITIONS FOR MAINTENANCE PROGRAMS

### 1. DESCRIPTION

Customer agrees to purchase, and Centric agrees to provide equipment maintenance services, in accordance with the program selected and the terms and conditions of this Agreement. No terms or conditions, expressed or implied, are authorized unless they appear on original of this Agreement, signed by Customer and an officer of Centric. No change, alteration or amendment of the terms and conditions of this Agreement are authorized or effective unless an officer of Centric has agreed to them in writing.

### 2. GENERAL SCOPE OF COVERAGE

This Agreement covers both the labor and the material required to keep the Equipment in good operating condition. The term "Equipment" refers to any equipment listed on page one of this Agreement or included in Equipment Schedule attached hereto. This Agreement, as specified by the program selected, includes the adjustments, repairs and replacement of parts, which have been broken or worn out during normal usage of the Equipment. Damage or loss resulting from misuse or perils such as fire, theft, water damage, or for any other cause external to the machine, are not covered. The use of unauthorized parts, components, modifications, or personnel to effect repairs or changes will result in billable charges and cause this Agreement to be null and void. This Agreement does not cover service necessitated by use of operating supplies that are defective, creating service problems or not compatible with the Equipment. Centric will not be responsible for any parts or labor required to repair damage to the Equipment by an electrical surge. This Agreement does not cover service caused by malfunctions of parts, attachments, accessories and/or software packages not supplied by or through Centric.

### 3. TERM

This Agreement shall become effective upon acceptance by a Centric Officer and receipt of payment of the charges billed. This Agreement is non-cancelable, and will remain in effect for the term of the lease (purchased units for four years from the date of installation). Subsequent to this initial period, this contract will automatically renew for additional 12 month periods, unless Centric is notified of the customer's intent to cancel via certified mail, 30 days prior to the anniversary of the start date. At the end of the first year of this agreement and once each successive 12 month period, Centric may increase the contract minimum and the price per impression over the minimum. Customer understands that during the term of this Agreement, Centric may require an increase in charges. The color price per copy price which includes toner usages is based on 8 1/2" x 11" letter size copies with an average 20% image fill, consistent with industry averages. If Centric determines that you have used more toner than normal (as determined by the manufacturer's toner yield specifications), Centric will invoice an appropriate surcharge to offset such increased usages. Centric also reserves the right to invoice for any excess toner the customer has received and not utilized as evidenced by the final meter reads at the time of contract termination. Any lapse in coverage due to non-conformance of this Agreement will require an acceptable evaluation at prevailing rates prior to reinstating this Agreement.

### 4. BREACH OR DEFAULT

If Customer does not pay all charges for services as provided hereunder, promptly when due; (1) Centric may (a) refuse to provide service or supplies for the Equipment or (b) furnish service on a C.O.D. Parts and Labor basis at published rates with payment made C.O.D. at the time the service is rendered. The foregoing is without prejudice to any other remedies Centric may have. (2) Customer agrees to pay attorney fees, court costs, disbursements, and other reasonable expenses incurred by Centric in collecting any charges under this Agreement.

### 5. ASSIGNABILITY

This Agreement applies specifically to the Equipment and Customer location stated in this Agreement. Customer may not assign its interest in or delegate its duties under this Agreement, unless approved in writing by an officer of Centric. Centric may terminate this Agreement at any time by giving thirty days (30) prior written notice to Customer. If the Agreement is terminated by Centric, the unearned portion of any amounts owed and paid by Customer to Centric pursuant to this Agreement shall be refunded to Customer. If this Agreement is terminated by Customer, any such unearned portion of amounts owed

and paid by Customer to Centric pursuant to this Agreement may be applied to an agreement on the Equipment purchase from Centric, if such a situation exists, but in no event will such unearned but paid portion be refunded to Customer.

### 6. INDEMNIFICATION

Customer shall indemnify and hold Centric harmless from any claim, demand, liability, cause of action or damage for actual or alleged infringement of any intellectual property rights or copyrights arising from the performance of services under this Agreement. Customer agrees to defend Centric at Customer's sole expense, against all suits, action or proceedings in which Centric is made a defendant for actual or alleged infringement of any intellectual property rights. Other than as provided above, each party agrees to hold harmless, defend and indemnify the other party against any liability, demand, claim or cause of action for personal injury or property damage due to or arising out of the acts of that party, its agents and employees. However, each party shall have no obligation to hold harmless, defend or indemnify the other from or for liability arising from the other's own intentional or negligent acts. In no event shall Centric be liable to Customer for consequential or indirect damages due to Centric's non-performance, any breach of this Agreement, or any act of Centric or of its employees or agents.

### 7. ELECTRIC SERVICE

Purchaser shall provide electric service as appropriate for the system being installed and as required by the manufacturer.

### 8. SERVICE CALLS

Service calls will be made during normal business hours at the Equipment location specified. On site hours are from 8:30am to 5:00pm Monday through Friday, excluding holidays. Requests for service outside of normal business hours are charged to Customer at published rates and are subject to availability of personnel. Centric shall not be responsible for delays or inability to service caused directly or indirectly by strike, accidents, climatic conditions or other reasons beyond its control.

### 9. NO WARRANTY

Other than the obligations set forth herein, Centric disclaims all warranties, expressed or implied, including an implied warranty of merchantability, fitness for use, or fitness for a particular purpose. Centric shall not be responsible for direct, incidental or consequential damages, including but not limited to, damages arising out of the use or performance of the Equipment or the loss of use of the Equipment.

### 10. CHARGES

Charges will be invoiced in accordance with the program selected in this Agreement. At the end of the billing cycle, Centric will agree to adjust the future volume plan if necessary, and Customer agrees to pay the published rates for the agreed upon volume plan. Customer agrees to pay all charges within fifteen (15) days of the date of the Centric invoice for such charges. Customer understands that during the term of this Agreement, Centric may require an increase in charges.

### 11. STATE GOVERNANCE

This Agreement shall be governed by and construed according to the laws of the State of Maryland and constitutes the entire Agreement between the parties.

### 12. LABOR SERVICES FOR NETWORKED DEVICES & OPTIONAL CENTRIC CONNECT PROGRAM

This section is applicable to the Equipment that is connected to a computer or network. For 30 days, this Agreement covers installation and configuration of the hardware and/or software solutions acquired from Centric. Beyond 30 days, additional changes to networks, adding of print drivers and service requirements that result from data that has not reached the Equipment will be billed at prevailing rates, unless Customer selects the optional Centric Connect Program. Centric makes no guarantee that its products and software drivers will be compatible with updated application or operating system software. It is the responsibility of Customer to perform all necessary backups on its personal computers and/or networks prior to any installation or update. If Customer participates in the Centric Connect program, Customer is required to notify Centric prior to updating or changing application software or operating systems. Centric bears no responsibility for any damage done or data lost from said personal computers and/or network

devices. In addition, Centric will not be responsible for replacing or paying for replacements of any data, memory or information, which is lost, altered or damaged while stored in the Equipment. Materials required to connect a device to a network are not included.

### 13. GENERAL METER COLLECTION

Customer agrees to provide a meter reading when requested by Centric. If the meter reading is not reported, Centric may estimate the meter reading based on the prior three (3) months of usage to complete the billing cycle. All meter usage costs accrued during instructions, repair or preventive maintenance of the copier system shall be Customer's responsibility.

### 14. MISCELLANEOUS

This Agreement supersedes all prior discussions or understandings between the parties. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall still be construed as valid and enforceable. No waiver shall be deemed to be made by any party of any of its rights here under unless, the same shall be in writing signed by the waiving party and any waiver shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights or obligations of any party in any respect at any other time. This Agreement may be executed in separate counterparts by the parties hereto, each of which when so executed and delivered shall be an original document, but all of which counterparts together shall constitute the same instrument. This Agreement shall not be effective unless and until executed by both of the parties hereto.

## ADDITIONAL TERMS AND CONDITIONS FOR FLEXPRIINT PROGRAM COVERAGE

### 15. IMPLEMENTATION

Upon approval of this Agreement by all parties, Centric will schedule a time to complete an inspection of the existing Equipment to be serviced under this Agreement within two (2) days of receipt of the order. Following inspection and upon approval, a Centric identification tag will be attached to the Equipment, a start meter reading will be obtained and Centric will install Remote Fleet Monitoring Software ("RFMS"). If the Equipment is not functional at the time of inspection, the Equipment will be brought to manufacturer's specification by Centric solely at the cost of Customer.

### 16. ADDITION OF EQUIPMENT

Customer is required to immediately notify a Centric representative, in writing, upon installation of any additional equipment at Customer's site capable of using Centric supplied toner cartridges. Upon execution of an addendum to this Agreement, such equipment shall be added to the Equipment Schedule attached hereto and be covered, pending inspection pursuant to this Agreement and shall be considered the Equipment for all purposes under this Agreement.

### 17. RELOCATING & DELETING MACHINES

Customer is required to immediately notify Centric upon relocation or removal of any Equipment at Customer's site

### 18. COST OF REPAIR

Centric reserves the right to evaluate the condition of the Equipment to determine whether the cost of repair is warranted or if the Equipment should be replaced or removed from the contract.

### 19. REMOTE MONITORING METER COLLECTION

RFMS will collect meters on most networked Equipment and some local Equipment. Customer agrees to provide manual meter readings upon request by Centric for any Equipment that does not report to the RFMS. Centric is willing to collect meters on the Equipment that does not report to our RFMS, by request only, on a quarterly basis, at an additional cost of \$75 per visit for a single site with up to 100 devices. Additional fees will be assessed for environments with more than 100 devices or multiple locations.

### 20. REMOTE FLEET MONITORING SOFTWARE

Installation of RFMS will take place at the initiation of this contract to report meters and monitor supply alerts. If at any time, Customer requires reinstallation of RFMS as a result of Customer changes to their network or software, Centric will impose additional fees for re-installation. The technical specifications and requirements are as follows:

The Onsite application is comprised of a windows service and web style front end. The initial installation has a small footprint of fewer than 20 MB. Ongoing data collection will require additional disk space over time. Hard disk space requirements are dictated by the number of devices it's configured to collect data from and the frequency of the data collection. Onsite application will run on a dedicated or shared workstation or server as well as a Virtual Machine (VM) with the specifications below. The system does not have to be a server; a properly powered desktop will work as well as long as they meet the requirements below:

- Operating Systems: Microsoft Windows XP, 2003, Vista Business & Enterprise Editions
- Additional Requirements: SNMP & TCP/IP supported, MDAC 2.6 or higher, .NET 2.0 framework with service pack 2, Jet 4.0, Internet explorer 7.0 or higher (or compatible)
- Communication Port Requirements: SNMP port 161, HTTP port 80, SSL port 443
- Processor: 2.4 GHz or higher
- Memory: 1 GB or higher
- Hard Drive: 10 GB or higher
- File System: NTFS

If the specifications and requirements are not met then the RFMS will not be installed. In that case Customer will be solely responsible for obtaining the meter readings for all of the printing devices.

AUTHORIZED SIGNATURE OF CUSTOMER (Sign and Print)		SALES REPRESENTATIVE (Sign and Print)	
TITLE	DATE	CENTRIC OFFICER SIGNATURE	
ORDER SUBJECT TO APPROVAL BY AN OFFICER OF CENTRIC BUSINESS SYSTEMS			

# RICOH

APPLICATION NO. <u>2195707</u>	AGREEMENT NO. 
-----------------------------------	-------------------

provided by: **usbank.**  
EQUIPMENT FINANCE

## Dealer Value Lease Agreement

Send Account Inquiries to: 1310 Madrid Street, Suite 101 • Marshall, MN 56258 • Phone: (800) 328-5371 • Fax: (800) 328-9092  
Send Payments to: P.O. Box 790448 • St. Louis, MO 63179-0448

The words Lessee, you and your refer to Customer. The words Lessor, we, us and our refer to U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance").

### CUSTOMER INFORMATION

FULL LEGAL NAME Town of Forest Heights Maryland			STREET ADDRESS 5508 Arapahoe Drive	
CITY Forest Heights	STATE MD	ZIP 20745	PHONE 301-839-1030	FAX
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

### SUPPLIER INFORMATION

NAME OF SUPPLIER Centric Business Systems			STREET ADDRESS 8000 Westpark Drive	
CITY Owings Mills	STATE MD	ZIP 21117	PHONE 877-902 - 3301	FAX

### EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES Ricoh MP C4504 w/ booklet finisher, hole punch, fax kit & 4 drawers	SERIAL NO. G716M660613	STARTING METER B:144 C:25
---	---------------------------	------------------------------

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.  
☐ See the attached Schedule A ☐ See the attached Billing Schedule

### TERM AND PAYMENT SCHEDULE

Term In	60	Months	60	Payments* of \$	393.00	*plus applicable taxes
The lease contract payment ("Payment") period is monthly unless otherwise indicated.						
Payment Includes	13,000	B&W Pages per month	Overages billed quarterly at \$	0.0075	per B&W page*	
Payment Includes	2,000	Color Pages per month	Overages billed quarterly at \$	0.065	per Color page*	

### END OF LEASE OPTIONS

You may choose one of the following options within the area you check and initial at the end of the original term, provided that no event of default under the Agreement has occurred and is continuing. If no box is checked and initialed, then Fair Market Value will be your end of lease option. Leases with \$1.00 or \$101.00 purchase options will not be renewed. To the extent that any purchase option indicates that the purchase price will be the "Fair Market Value" (or "FMV"), such term means the value of the Equipment in continued use.

☒ 1) Purchase all but not less than all the Equipment for the Fair Market Value per paragraph 1, 2) Renew the Agreement per paragraph 1, or 3) Return the Equipment per paragraph 3. Customer's Initials  
Customer's Initials

\*Purchase the Equipment for \$1.00, or 2) Return the Equipment per paragraph 3.

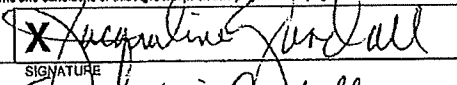
**THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.**

### LESSOR ACCEPTANCE

U.S. Bank Equipment Finance		
LESSOR	SIGNATURE	TITLE DATED


### CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto.

Town of Forest Heights Maryland		MAYOR	12/22/16
CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATED
53-6013782	Jacqueline Goodall		
FEDERAL TAX ID.#	PRINT NAME		

### ACCEPTANCE OF DELIVERY

You certify that all the Equipment listed above has been furnished, that delivery and installation has been fully completed and is satisfactory. Upon you signing below, your promises herein will be irrevocable and unconditional in all respects. You understand that we have purchased the Equipment from the Supplier, and you may contact the Supplier for a full description of any warranty rights under the supply contract, which we hereby assign to you for the term of this Agreement (or until you default). Your approval as indicated below of our purchase of the Equipment from the Supplier is a condition precedent to the effectiveness of this Agreement.

		
CUSTOMER (as referenced above)	SIGNATURE	TITLE DATE OF DELIVERY



1. **AGREEMENT:** For business purposes only, you agree to lease from us the goods (the "Equipment") and/or to finance certain licensed software and services ("Financed Items," which are included in the word "Equipment" unless separately stated), as described on page 1 of this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us. This Agreement will renew for 12-month term(s) unless you purchase or return the Equipment (according to the conditions herein) or send us written notice between 90 and 150 days (before the end of any term) that you do not want it renewed. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.

2. **RENT, TAXES AND FEES:** You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. By the date the first Payment is due, you agree to pay us an origination fee, as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST:** At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, if you do not purchase the Equipment, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-salable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, you agree to pay a monthly property damage surcharge ("PDS") of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, under the PDS program that is further described on a letter from us to you. We may make a profit on this program. Under this program, AS LONG AS YOU ARE NOT IN DEFAULT AT THE TIME OF A LOSS (excluding losses from intentional acts), the remaining balance owed on the subject Equipment will be forgiven. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and you do not have the PDS program you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 3%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

5. **ASSIGNMENT:** YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent. Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, the new Lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the new Lessor will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you break any of your promises in this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or, if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 3%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that your rights and remedies are governed exclusively by this Agreement. You waive all rights under Article 2A (508-522) of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.

7. **INSPECTIONS AND REPORTS:** We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) completed, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement submitted to us shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains.

8. **FAXED OR SCANNED DOCUMENTS, MISC.:** You agree to submit the original duly-signed documents to us via overnight courier the same day of the facsimile or scanned transmission of the documents. Any faxed or scanned copy may be considered the original, and you waive the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, pre-recorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider.

9. **WARRANTY DISCLAIMERS:** YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARDS TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.

10. **LAW, JURY WAIVER:** Agreements, promises and commitments made by Lessor, concerning loans and other credit extensions must be in writing, express consideration and be signed by Lessor to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with Minnesota law. You consent to jurisdiction and venue of any state or federal court in Minnesota and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.

11. **MAINTENANCE AND SUPPLIES:** The charges established by this Agreement include payment for the use of the Equipment, accessories, maintenance by Supplier during normal business hours, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and black toner and developer. Paper and staples must be separately purchased by you. Color toner is not included in this Agreement and will be billed separately. If necessary, the service and supply portion of this Agreement may be assigned by us. We may charge you a supply/freight fee to cover our costs of shipping supplies to you.

12. **OVERAGES AND COST ADJUSTMENTS:** You agree to comply with our billing procedures including, but not limited to, providing us with periodic meter readings on the Equipment. At the end of the first 12 months after commencement of this Agreement, and once each successive 12-month period thereafter, we may increase the Payment and the "cost per page" charge that exceeds the number of pages originally designated in this Agreement ("Overages") by a maximum of 15% of the existing "cost per page" charge.

13. **UPGRADE AND DOWNGRADE PROVISION:** AFTER COMMENCEMENT OF THE AGREEMENT AND UPON YOUR WRITTEN REQUEST, AT OUR SOLE DISCRETION, WE MAY REVIEW YOUR PAGE VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING THE EQUIPMENT TO ACCOMMODATE YOUR BUSINESS NEEDS.

14. **TRANSITION BILLING:** In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the start date of this Agreement (the "Effective Date") will be a date after the certification of acceptance of the Equipment, as shown on the first invoice. The payment for this transition period will be based on the base minimum usage payment, prorated on a 30-day calendar month, and will be added to your first monthly Payment.

TOWN OF FOREST HEIGHTS  
RESOLUTION 11-21

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOREST  
HEIGHTS, MARYLAND TO HIRE SENORA THOMPSON-SCOTT, AS A FULL TIME  
EMPLOYEE WITH THE POLICE DEPARTMENT**

Introduced By: Mayor Habib-Ullah Muhammad

**WHEREAS**, pursuant to Section 33-66 of the Charter of the Town of Forest Heights (the "Charter") the Council shall hire employee; and

**WHEREAS**, the Council finds that Senora Thompson-Scott has the necessary experience and knowledge to serve a full-time employee in the Police Department and it is in the best interest of the Town to hire Ms. Thompson-Scott; and

**WHEREAS**, Senora Thompson-Scott has the necessary experience and knowledge to serve as a Police Clerk in the Police Department and it is in the best interest of the Town to appoint Ms. Thompson-Scott as a Police Clerk; and she shall now serve in the capacity of full-time at an hourly rate of \$19.23 and will become a full-time employee with all the benefits offered to full time employees of the town and a salary of Forty Thousand Dollars (\$40,000) per year.

**WHEREAS**, pursuant to Section 7.90 of the Employee Handbook each new or promoted employee shall be notified of his or her probationary status, and unless other law, regulation or valid contract states otherwise (as in the case of existing merit employees), and at the end of 360 days and satisfactory evaluation by the Supervisor, Police Chief and Mayor, and should the performance evaluation be unsatisfactory, the Police Chief and Mayor may extend the probation period for an additional 360 days; and

**NOW THEREFORE BE IT RESOLVED**, that the Town Council hereby approves the hiring of Ms. Thompson-Scott as a full-time employee effective April 21, 2021; and

**BE IT FURTHER RESOLVED**, that said Clerk's salary shall be paid from line item 7055 Salary from the FY2021 Budget; and

**BE IT FURTHER RESOLVED**, that this Resolution shall take effect immediately upon its passage.

PASSED this 21<sup>st</sup> day of April 2021.

**APPROVED:** By Resolution of the Town Council of the Town of Forest Heights, Maryland

<u>ROLL CALL VOTE</u>	<u>YEA/NAY/ABSTAIN/ABSENT</u>
MUHAMMAD	_____
KENNEDY II	_____
NOBLE	_____
BARNES	_____
HINES	_____
WASHINGTON	_____
ATKINSON	_____

TOWN OF FOREST HEIGHTS  
RESOLUTION 11-21

I HEREBY CERTIFY that the above Resolution No. 11-21 was passed by the required yea and nay vote of the Mayor and Council of Forest Heights on the 21<sup>st</sup> day of April 2021.

ATTEST:

THE MAYOR AND COUNCIL OF THE  
TOWN OF FOREST HEIGHTS

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

By: \_\_\_\_\_ (Seal)  
Habeeb-Ullah Muhammad, Mayor

By: \_\_\_\_\_ (Seal)  
Calvin Washington, Council President

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

**RESOLUTION 12-21**  
**THE TOWN OF FOREST HEIGHTS**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT ON BEHALF OF THE TOWN OF FOREST HEIGHTS TO CONSULT WITH A LOCAL FIRM REGARDING REROUTING AND INSTALLATION OF ELECTRICAL SERVICE FOR THE TOWN'S MAINTENANCE GARAGE LOCATED ON PARCEL A, AND GENERALLY RELATED TO PROFESSIONAL SERVICES**

Introduced By: Mayor Habeeb-Ullah Muhammad

**WHEREAS**, on March 1, 2021, the Town Council approved Resolution 06-2021, as amended, thereby approving the proposals for the three (3) contracts regarding 606 Modoc Lane to construct a police or public safety building; and

**WHEREAS**, the Mayor and Council further have the power pursuant to Section 33-83 of the Town Charter to do whatever may be necessary to protect Town property and to keep all Town property in good condition; and

**WHEREAS**, the Charter, Section 33-63 further permits the Council to forego the competitive bidding process in order to negotiate professional services contracts with a licensed professional expert; and

**WHEREAS**, Leon Electrical Consultants, Inc. of Clinton, Maryland has tendered a proposed contract dated March 4, 2021 for an electrical project associated with the new police department building underway at 606 Modoc Lane whereby Mr. Leon Williams, a Maryland Statewide Master Electrician (DLLR Reg. # 14210) has surveyed the site as of March 4, 2021 and offered a plan that would alleviate the Town from having to engage PEPCO for underground electrical work and excavating within the improved portion of the Town's street; and

**WHEREAS**, the Mayor and Council have provided within the Fiscal Year 2021 Budget of the Town a capital improvements project line item numbered \_\_\_\_\_ and further entitled: \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ that was approved as part of the FY '21 Budget and that may be utilized as an appropriation to fund this project; and

**WHEREAS**, the Mayor and Council find that it is in the best interest of the Town to move forward with the project described herein by retaining the services of the consultant and master electrician named herein.

**NOW THEREFORE, BE IT RESOLVED** that the Mayor and Town Council of the Town of Forest Heights, Maryland hereby authorizes the Mayor to enter into a professional services agreement with Leon Electrical Consultants, Inc. for services stated therein pursuant to the conditions and terms stated in the Contract attached hereto and incorporated herein by reference.

**RESOLUTION 12-21**  
**THE TOWN OF FOREST HEIGHTS**

**AND BE IT FURTHER RESOLVED** that a contract in the amount not to exceed \$ 15,500.00 to provide electrical consulting and installation services to install a new 200-amp overhead service for the Town's maintenance garage shall be authorized from line item **8038** of the FY2021 Budget.

**AND BE IT FURTHER RESOLVED**, that the Mayor is hereby authorized to enter into a written contract with the consultant on behalf of the Town.

**AND BE IT FURTHER RESOLVED**, that prior to the Mayor signing the approved proposal or contract the authorized representative of said company or firm shall, unless exempted by the Governor's Executive Orders extending the period of licensures and required filings due to a declared public health emergency, provide a certificate of good standing and proof of insurance indemnifying the Town, to the satisfaction of the Town Administrator, and that the Contractor shall agree by signing a release and waiver that it will provide and maintain at all times during the term of this agreement, or any other contract it has with the Town, such insurance coverage (Commercial General Liability, Business Automobile Liability, and Workers' Compensation) to adequately protect the Town or as otherwise required by law and that the Contractor shall cover any claim that may arise while engaged in work under any agreement with the Town;

**AND, BE IT FURTHER RESOLVED**, that the Town Council of Forest Heights, Maryland hereby authorizes and approves the Mayor on behalf of the Town to execute any other related instrument or document necessary to carry out the intent of this Resolution;

**AND, BE IT FURTHER RESOLVED** that this Resolution shall take effect upon its passage.

**PASSED** this \_\_\_\_ day of April 2021.

**APPROVED:** By Resolution of the Town Council of The Town of Forest Heights, Maryland.

ROLL CALL VOTE

YEA/NAY/ABSTAIN/ABSENT

MUHAMMAD	_____
KENNEDY II	_____
NOBLE	_____
BARNES	_____
HINES	_____
WASHINGTON	_____
ATKINSON	_____



**RESOLUTION 12-21  
THE TOWN OF FOREST HEIGHTS**

ATTEST:

THE TOWN OF FOREST HEIGHTS, MARYLAND

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

\_\_\_\_\_  
Habeeb-Ullah Muhammad, Mayor

\_\_\_\_\_  
Calvin Washington, Council President

CERTIFICATION

I, hereby certify, as the duly appointed Town Clerk of the Town of Forest Heights, Maryland, that on the \_\_\_\_ day of April 2021 with \_\_\_\_ Aye votes and \_\_\_\_ Nay vote the aforesaid Resolution \_\_-21 passed.

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

Exhibit A - (Contract/Proposal of Leon Electrical Consultants, Inc. dated 3/4/21).

*Leon Electrical Consultants, Inc.*

8518 Temple Hills Rd  
Clinton Maryland 20735  
301-292-6111  
Fax 301-292-5910  
e-mail: dolbady31@verizon.net

**Contract**

March 4, 2021

Forest Heights Police Department  
606-Modoc Lane  
National Harbor Md 20745

Leon Electrical will install new 200-amp service to the maintenance garage with an overhead service. All work will meet all local electrical codes. All work will carry a one year warranty on all parts not

**Scope of work:**

1. Install 150 ft of triplex 4/0 cable in the air over head service.
2. Remove and disconnect old service house.
3. Dig the new service in trench
4. Set 1-18 ft 4x4 post for new cable
5. Install 2- new service meters on each building main building and garage.
6. 1- Electrical permit
7. 1- Bucket Truck

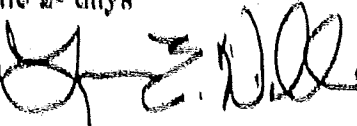
Total cost for project \$15,500.00

Payment as followed \$8,000.00 down

Balance on completion \$7,500.00

Completion time 2- days

Leon Williams



THE TOWN OF FOREST HEIGHTS  
RESOLUTION 13-21

**A RESOLUTION TO APPROVE AND SUPPORT THE MIXED-USE DEVELOPMENT  
OF PROPERTY LOCATED WITHIN AND ABUTTING THE CORPORATE LIMITS  
OF THE TOWN OF FOREST HEIGHTS KNOWN AS NATIONAL VIEW**

Introduced By: Councilman Jonathon Kennedy II

**WHEREAS**, Harbor View LLC (the "Developer") has purchased the Butler and the Habib Foundation properties south of Cree Drive along with other properties and wishes to develop the land in cooperation of the Town to obtain the necessary land use approvals from M-NCPPC and the County; and

**WHEREAS**, the development area is approximately ten (10) acres of land located inside the Town and ten (10) acres located outside of the Town including the Butler parcels and an SHA parcel near Beltway and Bald Eagle Dr.; and

**WHEREAS**, the rezoning application for National View (A-10055) proposes the rezoning of the subject properties from R-55 and R-R to M-X-T for the development of residential, retail, commercial, and medical uses, and the applicant is proposing 1,500-1,700 multi-family units (of which 600 may be dedicated to affordable senior and workforce housing), four assisted living buildings, 200,000 square feet of retail/commercial/office space (upscale dining options, and a hotel, all with spectacular water views), a 50,000 square-foot medical building, and a 3,000 square-foot police substation; and

**WHEREAS**, according to the Developer, National View, formerly known as "Harbor View," will be located proximately near National Harbor, one of the County's designated Regional Transit Districts, and will promote higher density by capitalizing on existing transportation networks, and continuing a trend of mixed-use development already taking shape in the area; and

**WHEREAS**, the Mayor and Council find that the Town of Forest Heights seeks to correct the imbalance between residential and commercial development, and conservative estimates indicate that the Town could realize approximately \$3M annually in additional tax revenue from National View, and the development will also feature a police substation to accommodate the growing needs of the Town's police force and transition to 24-hour operations; and

**WHEREAS**, the Developer has requested that the Town cooperate and show support in the form of the following activities and other expressions of support: (i) provide a letter of support executed by the Mayor in supporting M-X-T rezoning of the Development Site, (ii) express support to the County Council and/or Planning Board to initiate a resolution commencing a minor amendment to the area sector plan incorporating the Butler portion of the Development Site, and (iii) express support for a resolution supporting the Rezoning and request the County Council to initiate a minor map amendment process, and (iv) permit its authorized officials and spokespersons

THE TOWN OF FOREST HEIGHTS  
RESOLUTION 13-21

to submit testimony regarding the Town Government's support for the project to land use officials and bodies at the County and M-NCPPC level; and

**WHEREAS**, the Mayor and Council have conducted several presentations at open meetings on the proposed project by Petra Development including a Public Forum on the Harbor View held on February 24, 2021; and

**WHEREAS**, the Town's Sustainable Plan mirrors many of the development and redevelopment concepts and infrastructure improvements contained in the Sector Plan, which the Town recognizes is in need of updates to allow the Town to more effectively take advantage of an opportunity that has been presented which will greatly enhance the lives of Town residents, bring much-needed services, amenities, retail and commercial options to our Town residents; and

**WHEREAS**, the Mayor and Council find that the developer shares the Town's vision regarding creating true sustainable communities and the development plans reflect responsible initiatives to implement green techniques, such as vegetative green roofs, community gardens, and use of pervious materials where appropriate, and they also understand the importance of health and wellness and are implementing and connecting walking trails and other amenities to advance the health of residents who will live, work and play there, and residents will be able to walk safely from this development site along a connecting trail that leads across the Beltway to the National Harbor and beyond; and

**WHEREAS**, the Mayor and Council further find that support for this project will be beneficial for the Town for the following reasons: (i) our Towns' relative lack of an economic base has been a Smart Growth barrier, (ii) Granting this rezoning will allow the Town to broaden its tax base, and the development of these properties is crucial to this effort, (iii) the proposed development will result in a necessary increase in the Town's housing options, attracting the kind of commercial and retail business that the Town seeks for its residents, sit down restaurants and upscale brand name retailers within the Town limits, want our seniors to be able to "age in place" so it will not be necessary for them to leave the community as the aging process progresses; and

**WHEREAS**, a hearing scheduled for this project before the County Zoning Hearing Examiner has been continued until March 24, 2021 at 9:30 a.m. entitled as A-10055 Harbor View, LLC, Application of Harbor View Development, LLC/ Petra Development/National View requesting a Zoning Map Amendment to rezone abutting properties (known as the Butler and Habib properties) of approximately 20.1+/- acres of land in the R-R (Rural Residential) and R-55 (One-Family Detached Residential) Zones to the M-X-T (Mixed Use-Transportation Oriented) Zone to provide a high-density mixed use development to be known as National View.

**NOW THEREFORE BE IT RESOLVED**, by the Mayor and the Town Council of the Town of Forrest Heights, supports the rezoning of the subject properties from R-55 and R-R to M-X-T for the development of residential, retail, commercial, and medical uses proposed by the

THE TOWN OF FOREST HEIGHTS  
RESOLUTION 13-21

Developer and hereby consents to and supports the approval of the proposed Development, the boundaries of which shall include such portions of land located within the boundaries of the Town along with other parcels or lots located outside the current corporate boundaries of the Town.

**AND BE IT FURTHER RESOLVED**, that the Mayor and her designees are further authorized to serve as spokespersons for the Town and provide written or oral testimony to public agencies, planning entities and other organizations and to the press or public regarding the Town's positions regarding the Project as expressed, supported and intended by this Resolution provided that any official correspondence is regularly shared and/or reported to the Council at its regular and special meetings.

**AND BE IT FURTHER RESOLVED**, that the Mayor and staff shall cause to be dedicated or created a centralized Town webpage page or pages on the Town's website (<https://forestheightsmd.gov/>) to the Town's monitoring, meeting announcements, plans, agreements, testimony, press releases, official positions and reporting of activities related to this Project so that the Townspeople may ready view information of interest and concern and so that the public may be informed of the various land use and municipal decisions involved in the Project.

**AND BE IT FURTHER RESOLVED**, that the Mayor and her designees are hereby instructed to continue and finish negotiations forthwith so that the parties may enter into a pre-annexation agreement for review and approval by this governing body prior to the conceptual plan review phase of the Project.

**AND BE IT FURTHER RESOLVED**, that this Resolution shall take effect immediately upon passage.

PASSED this \_\_\_\_ day of April 2021.

**APPROVED:** By Resolution of the Town Council of The Town of Forest Heights, Maryland

ROLL CALL VOTE

YEA/NAY/ABSTAIN/ABSENT

MUHAMMAD

\_\_\_\_\_

KENNEDY II

\_\_\_\_\_

NOBLE

\_\_\_\_\_

BARNES

\_\_\_\_\_

HINES

\_\_\_\_\_

WASHINGTON

\_\_\_\_\_



THE TOWN OF FOREST HEIGHTS  
RESOLUTION 13-21

ATKINSON \_\_\_\_\_

ATTEST:

THE TOWN OF FOREST HEIGHTS,  
MARYLAND

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

By: \_\_\_\_\_  
Mayor Habeeb-Ullah Muhammad, Mayor

By: \_\_\_\_\_  
Calvin Washington, Council President

CERTIFICATION

I, hereby certify, as the duly appointed Town Clerk of the Town of Forest Heights, Maryland, that on the \_\_\_\_ day of April 2021 with \_\_\_\_ Aye votes and \_\_\_\_ Nay votes the aforesaid Resolution \_\_-21 passed.

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

**THE TOWN OF FOREST HEIGHTS  
RESOLUTION 14-21**

**A RESOLUTION TO PARTICIPATE IN THE ADULT MOSQUITO CONTROL PROGRAM  
2021 WITH THE MARYLAND DEPARTMENT OF AGRICULTURE**

Introduced by: Mayor Habeeb-Ullah Muhammad

WHEREAS, In the interest of our health, safety and welfare, Forest Heights is in need of having the Town sprayed for the Adult Mosquito Program; and

WHEREAS, Forest Heights has participated in the Mosquito Control Program in the past with funding assistance from the County however, Prince George's County no longer provides funding to participate in this program; and

WHEREAS, the Town will need to pay \$1,400.00 from the Budget line item 7095 to cover the cost of the adult mosquito control work for this season FY2021;

NOW THEREFORE, BE IT RESLOVED that the Mayor and the Town Council of the Town of Forest Heights, Maryland hereby agree to the participation in the Mosquito Control Program for 2021 with the Maryland Department of Agriculture at the cost of \$1,400.00 and, to allow the Department of Public Works Director to act as the Community Representative.

AND BE IT FURTHER RESOLVED that this resolution shall take effect upon its passage.

PASSED this \_\_\_\_ day of April, 2021

**APPROVED:**

\_\_\_\_\_  
**Habeeb-Ullah Huhammad**  
Mayor

\_\_\_\_\_  
**Calvin Washington, Council President**  
Councilman, Ward II

ATTEST:

\_\_\_\_\_  
**Sherletta Hawkins, Town Clerk**



# Maryland Department of Agriculture

Office of Plant Industries and Pest Management

Larry Hogan, Governor  
Boyd K. Rutherford, Lt. Governor  
Joseph Bartenfelder, Secretary  
Julianne A. Oberg, Deputy Secretary

MAR 11 2021 /4✓

Agriculture | Maryland's Leading Industry

## Mosquito Control

The Wayne A. Cawley, Jr. Building  
50 Harry S. Truman Parkway  
Annapolis, Maryland 21401  
www.mda.maryland.gov

410.841.5870 Baltimore/Washington  
410.841.5835 Fax  
800.492.5590 Toll Free

March 8, 2021

Larry Vaughn  
5508 Arapahoe Dr.  
Forest Heights, MD 20745

RE: Forest Heights, Town of

Dear Larry Vaughn,

The Maryland Department of Agriculture (MDA), Mosquito Control Section, is in the process of planning mosquito control activities for this summer. The Department provides funds to support this work with appropriations approved by the Maryland Legislature. It is important that your City/Community begin planning at an early date if you wish to participate in organized mosquito control this year. As in the past, participation by your City/Community must be sponsored through your County government.

To better serve the residents of Prince George's County, the State and Prince George's County will jointly fund 100% of the cost of the larvicide program. Your community will automatically be part of the larvicide program at no cost to the community. However, the County and State no longer provide any funding for the adult mosquito control program. Therefore, if your community wishes to participate in the spray program, the community will be responsible for 100% of the cost of the program.

MDA will continue to emphasize modern pest management principles in our mosquito control programs. Abatement efforts will include major emphasis on control at the source (larviciding), whenever possible. Property owners are encouraged to remove any unnecessary water holding containers.

Adulticiding will begin May 26, 2021 and run through September 28, 2021. Spraying for adult mosquitoes will be based on results from standardized surveillance methods and complaints received. Our surveillance threshold is 3 female mosquitoes in 2 minutes in a landing rate count, or 24 female mosquitoes in a baited light trap. This may influence the amount of spraying that is conducted for adult mosquitoes. However, due to variable weather conditions and other factors, we cannot guarantee that surveillance or spraying will be conducted during any given week, even if we receive community complaints. Complaint areas should be forwarded to our office on a regular basis. Please provide the following information for each complaint: name, address, problem area, time of day when mosquitoes are the worst, and any area of stagnant water in their vicinity. In addition to reporting complaints about adult mosquito problems, you should report sites of suspected or known mosquito breeding on public property. Complaints may be faxed to (301) 422-0502 or emailed to: skeetermd1.mda@maryland.gov. Our online complaint system can be found at:  
<http://www.doit.state.md.us/selectsurvey/TakeSurvey.aspx?SurveyID=740K154>

There has been a surge in the urban mosquito population due to the introduction of the Asian tiger mosquito (ATM). The ATM displays a strong preference for breeding in small, manmade containers such as flower pots, trash cans, tires, buckets, etc. The ATM does not breed in wetlands or waterways. With its breeding habits and a very short flight range of less than a quarter mile, the source of an ATM problem can typically be found in one's

Mosquito Control Office-College Park  
8071 Greenmead Drive  
College Park, MD 20740  
(301) 422-5080

backyard. Its association with human habitation and persistent daytime biting make the ATM a particularly troubling mosquito in urban and suburban settings. Program staff can assist residents by identifying actual ATM breeding containers, but it is the resident's responsibility to use this information to locate and eliminate additional breeding sites on their property. Individuals, communities and businesses are strongly urged to take a proactive stance in the fight against the Asian tiger mosquito.

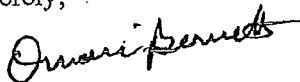
Enclosed are the community application (1 page) and a form that you will use to notify appropriate County officials and the Maryland Department of Agriculture of your participation. Please complete them in their entirety.

**Please pay particular attention to the following:**

1. The amount of funds (100%), representing your community's appropriation, should be entered on the attached Community Application on the line titled *Community Appropriation Amount*. **If an appropriation amount is not entered on the form, mosquito control work may be delayed until the form is corrected.** To adequately cover the cost of adult mosquito control work this season, the suggested community appropriation is \$1400.00.
2. Print the name and complete address of the person signing the request. The person signing the form should be the Mayor, President of the Civic Association, or the community contact. By signing, you acknowledge that all community members will be notified by you of participation in the spray program. Specify the method(s) that will be used to accomplish this (i.e.: email, community website, mail, phone, etc).
4. Do **not** send a check with your request. Community costs will be billed at the end of the season.
5. In order to ensure your community's participation in this year's program; your completed application must be received before **May 7th**. If we receive the application later than this date, you will be put on a waiting list.
6. **In the event of unscheduled spray activities in your community, our office will notify you via email. On the enclosed application, be sure to provide the email address for the point of contact (on page 1) who will be responsible for notifying the members of your community of the unscheduled spray.**

Please read all the enclosed materials about the mosquito control program. It is your responsibility to notify your citizens about the program and what is being done in their area. Should you have any questions, please call (301) 422-5080.

Sincerely,



Omari Barnett  
Ag Inspector Supervisor

OAB/slk  
Enclosures

**COMMUNITY APPLICATION FOR ADULT MOSQUITO CONTROL**  
**Prince George's County - Season 2021**

The community of Forest Heights MD, located in Prince George's County, applies to be included in the cooperative mosquito control program for the 2021 season. **The undersigned community representative agrees to notify all community members of the community's participation in the mosquito control program, Mosquito Control Program Information, Policy on Objection to Adult Mosquito Control Services, and the night of the week they may be sprayed.** (The community will provide a copy of the exemption policy and form to those desiring to be excluded from the ULV spray program.) The community agrees to allow access by MDA personnel to conduct mosquito control activities<sup>1</sup>. The community agrees to assist mosquito control efforts by promoting good land use planning and community clean-ups to reduce areas of stagnant water that provide habitat for larval mosquitoes.

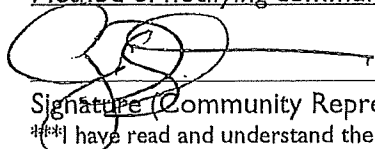
**Community Appropriation Amount**  
(See letter for suggested appropriation)

\$ 1,400.00

**Community Representative**

Name: Carry Vaughn  
Address: 5508 Annapolis Dr  
City: Forest Heights Zip Code: 20745  
Phone: 301-839-1030  
E-mail: ldvaughn@forestheightsmd.gov

Method of notifying community: News letter

  
Signature (Community Representative)

\*\*\*I have read and understand the Mosquito Control Program Information and the Adult Mosquito Control Objection Policy. I will inform all residents of these Policies by using the method I have indicated above\*\*\*

**Please Choose One:**

- ☒ Attached is a map of your community on which the boundaries and all roads to be included in the spray program have been clearly marked.
- ☐ A community map is on file with the mosquito control office from the 2020 season and the community boundaries have not changed.

**\*\*\*In the event of unscheduled spray activities in your community, our office will notify you via email. On the line below, please provide the email address for the point of contact responsible for notifying the members of your community that may be impacted.\*\*\***

\_\_\_\_\_  
Email Address

<sup>1</sup>For information on mosquito control activities please refer to the attached "Mosquito Control Program Information" or visit our website [http://mda.maryland.gov/plants-pests/Pages/mosquito\\_control.aspx](http://mda.maryland.gov/plants-pests/Pages/mosquito_control.aspx)

**MUTUAL EXCLUSION CLAUSE:** This agreement can be ended by either MDA or the above named community at any time.

<IMPORTANT - SEE OTHER SIDE>

**THE TOWN OF FOREST HEIGHTS  
RESOLUTION 15-21**

**A RESOLUTION FOR THE ADOPTION OF AN AMENDMENT TO THE TOWN'S  
EMPLOYEE HANDBOOK REGARDING COMPENSATORY TIME FOR EXEMPT  
EMPLOYEES**

Introduced by: Mayor Muhammad

**WHEREAS**, pursuant to Section 33-69 of the Town Charter, the compensation of all officers (except the Mayor and Councilmen, which is established by ordinance) and employees of the Town shall be set from time to time by a resolution passed by the Council; and

**WHEREAS**, pursuant to Section 2.3 of the Town Ordinance Code, the Town Council is authorized and empowered to provide the employees of the Town with benefits, including, but not limited to, death benefits, surgical, hospitalization and other sick benefits, under group insurance plans or otherwise; and

**WHEREAS**, the U.S. Department of Labor (DOL) describes compensatory time, or "comp time," as paid time off the job that is earned and accrued by an employee instead of immediate cash payment for working overtime hours, and although compensatory time off for nonexempt employees is an acceptable practice in the public sector, the DOL does not permit its use for nonexempt employees in private-sector employment; and

**WHEREAS**, under the Fair Labor Standards Act (FLSA), an exempt (salaried) employee is not entitled to overtime pay or compensatory overtime, but a town or city may, under its own personnel policies, treat employees who would otherwise be exempt employees under the FLSA as non-exempt employees for the purposes of awarding compensatory time; and

**WHEREAS**, pursuant to Section 20.4(g)(1) of the Town Ordinance Code, compensatory time is not budgeted nor is it authorized for payment, except by resolution of Council, and all compensatory time (for nonexempt employees) shall be agreed upon in writing by the employer and employee; and

**WHEREAS**, compensatory time is not defined under the Town of Forest Heights' Personnel Handbook and under Section 3.80 of the Town's Personnel Handbook, all exempt employees shall not be entitled to overtime compensation; and

**WHEREAS**, pursuant to Section 2 of FHPD's General Order No. 2016-1 (Effective January 1, 2016), non-exempt police officers may select to be compensated with overtime or compensatory time for time worked in excess of 86-hours in a pay period, but the Chief must agree with this arrangement; and

---

**CAPITALS**

**[Brackets]**

**Asterisks \* \* \***

: Indicate matter added to existing law or policy

: Indicate matter deleted from existing law or policy

: Indicate that text is retained from existing law or policy but omitted herein.

**THE TOWN OF FOREST HEIGHTS  
RESOLUTION 15-21**

**NOW THEREFORE BE IT RESOLVED**, that the Town Council hereby adopts, ratifies and approves the following amendment to the Employee Handbook as originally adopted and approved by Resolution 65-12 on October 17, 2012, as amended:

\* \* \*

**3.80 OVERTIME COMPENSATION AND COMPENSATORY TIME**

A. All non-exempt employees shall receive pay at one and one-half times their regular rate for each hour worked in excess of the employee's regularly scheduled 40-hour work week. Fifteen minutes before shift and fifteen minutes after shift will not be considered overtime.

B. Overtime requests must be approved in advance by the Financial Officer and the Chair of the Finance Committee in consultation with the Mayor.

C. EXCEPT AS OTHERWISE STATED IN THIS SECTION, [~~ALL~~] ALL exempt employees shall not be entitled to overtime compensation, or holiday pay. Essential non-exempt employees required to work on a holiday will be paid double time.

D. Police Officers may be subject to differing policies regarding overtime pursuant to police directives.

E. COMPENSATORY TIME OFF FOR EXEMPT EMPLOYEES. EMPLOYEES WHO ARE EXEMPT FROM OVERTIME RECEIVE A SALARY THAT COMPENSATES THEM FOR ALL HOURS WORKED IN THE WORKWEEK. HOWEVER, THE TOWN ADMINISTRATOR MAY AUTHORIZE EXEMPT EMPLOYEES TO RECEIVE COMPENSATORY TIME OFF (COMP TIME) OR A LEAVE OF ABSENCE WITH PAY AT A RATE OF NOT LESS THAN ONE (1) HOUR FOR EACH EXCESS HOUR WORKED MORE THAN THE REGULAR WORK WEEK. ANY EXEMPT EMPLOYEE WITH ACCRUED COMPENSATORY TIME MAY USE THE COMPENSATORY TIME WITHIN A REASONABLE TIME OF THEIR REQUEST TO DO SO, PROVIDED THE REQUEST WILL NOT UNDULY DISRUPT THE OPERATION OF THEIR RESPECTIVE DEPARTMENT OR THE TOWN. AN EXEMPT EMPLOYEE MAY ACCRUE A MAXIMUM OF 20 HOURS OF COMPENSATORY TIME. UPON TERMINATION OF EMPLOYMENT, AN EXEMPT (SALARIED) EMPLOYEE WILL NOT BE PAID FOR ANY ACCRUED COMPENSATORY TIME.

\* \* \*

---

<u>CAPITALS</u>	: Indicate matter added to existing law or policy
[ <u>Brackets</u> ]	: Indicate matter deleted from existing law or policy
Asterisks * * *	: Indicate that text is retained from existing law or policy but omitted herein.

**THE TOWN OF FOREST HEIGHTS  
RESOLUTION 15-21**

**AND BE IT FURTHER RESOLVED** that this Resolution shall take effect immediately upon its passage.

PASSED this \_\_\_\_ day of April 2021.

**APPROVED:** By Resolution of the Town Council of The Town of Forest Heights, Maryland.

ROLL CALL VOTE

YEA/NAY/ABSTAIN/ABSENT

MUHAMMAD

\_\_\_\_\_

KENNEDY II

\_\_\_\_\_

MANN

\_\_\_\_\_

BARNES

\_\_\_\_\_

HINES

\_\_\_\_\_

WASHINGTON

\_\_\_\_\_

NOBLE

\_\_\_\_\_

ATTEST:

THE MAYOR AND COUNCIL OF THE  
TOWN OF FOREST HEIGHTS, MARYLAND

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

By: \_\_\_\_\_  
Habeeb-Ullah Muhammad, Mayor

By: \_\_\_\_\_  
Calvin Washington, Council President

CERTIFICATION

I, hereby certify, as the duly appointed Town Clerk of the Town of Forest Heights, Maryland, that on the \_\_\_\_ of April 2021 with \_\_\_\_ Aye votes and \_\_\_\_ Nay vote the aforesaid Resolution \_\_-21 passed.

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

CAPITALS

[Brackets]

Asterisks \* \* \*

: Indicate matter added to existing law or policy

: Indicate matter deleted from existing law or policy

: Indicate that text is retained from existing law or policy but omitted herein.

The Town of Forest Heights  
Resolution 15-21



**MAYOR AND TOWN COUNCIL**  
**THE TOWN OF FOREST HEIGHTS**

**RESOLUTION 16-21**

**A RESOLUTION TO SETFORTH AND ESTABLISH THE TOWN'S REAL  
PROPERTY TAX RATE FOR FISCAL YEAR 2022**

Introduced by: TOWN COUNCIL

**WHEREAS**, pursuant to Section 33-44 of the Town Charter, the Mayor, on such date as the Council shall determine, but at least thirty-two days before the beginning of any fiscal year, shall submit a budget to the Council; and

**WHEREAS**, pursuant to Section 33-45 of the Town Charter, before adopting the budget the Council shall hold a public hearing thereon after two weeks' notice thereof in some newspaper or newspapers having general circulation within the municipality; and

**WHEREAS**, pursuant to Section 33-51 of the Town Charter all real property and all tangible personal property within the corporate limits of the Town, or personal (business) property which may have a situs there by reason of the residence of the owner therein, shall be subject to taxation for municipal purposes, and the assessment used shall be the same as that for State and County taxes; and

**WHEREAS**, pursuant to Section 33-52 of the Town Charter, from the effective date of the budget, the amount stated therein as the amount to be raised by the property tax shall constitute a determination of the amount of the tax levy in the corresponding tax year; and

**WHEREAS**, the current Real Property Tax Rate for the Town of Forest Heights was set at \$.5269 per \$100 of assessment effective July 1, 2020; and

**WHEREAS**, according to the State Department of Assessments and Taxation, the Town's real property assessable base will increase for Fiscal Year 2022 by 3.8%, from \$198,920,116 to \$206,487,788.

**NOW THEREFORE BE IT RESOLVED** that subject to the pending final approval of the FY 2022 Budget and annual tax levy to be stated therein, the Mayor and Town Council of The Town of Forest Heights, Maryland hereby agrees to adopt and intends to establish a real property tax rate of \$.\_\_\_\_ per \$100 of assessment (for noncommercial real property);

**MAYOR AND TOWN COUNCIL**  
**THE TOWN OF FOREST HEIGHTS**

**RESOLUTION 16-21**

**NOW THEREFORE BE IT RESOLVED** that SDAT has declared the Town exempt for FY 2022 from the requirements of the CYTR law regarding commercial real property; however subject to the pending final approval of the FY 2022 Budget, the Mayor and Town Council of The Town of Forest Heights, Maryland hereby agrees to adopt and intends to establish a real property tax rate of \$.\_\_\_\_\_ per \$100 of assessment (for commercial real property);

**NOW THEREFORE BE IT RESOLVED** that the Town adopted a new class of Real Property which was established in FY 2020, Rented Residential, and has received no certification from SDAT but previously assessed at the noncommercial tax rate of \$.5269 per hundred, however subject to the pending final approval of the FY 2022 Budget, the Mayor and Town Council of The Town of Forest Heights, Maryland hereby agrees to adopt and intends to establish a real property tax rate of \$.\_\_\_\_\_ per \$100 of assessment (for rented residential real property).

**AND BE IT FURTHER RESOLVED** that this Resolution shall take effect July 1, 2021.

PASSED this \_\_\_\_ day of \_\_\_\_\_ 2021.

**APPROVED:**

By Order of the Town Council of

The Town of Forest Heights, Maryland

ATTEST:

MAYOR AND COUNCIL OF THE TOWN OF  
FOREST HEIGHTS, MARYLAND

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

\_\_\_\_\_(SEAL)  
Habeeb-Ullah Muhammad, Mayor

\_\_\_\_\_  
Calvin Washington, Council President

**MAYOR AND TOWN COUNCIL**  
**THE TOWN OF FOREST HEIGHTS**  
**RESOLUTION 16-21**

**CERTIFICATION**

I, hereby certify, as the duly appointed Town Clerk of the Town of Forest Heights, Maryland, that on the \_\_\_\_ day of \_\_\_\_ 2021 this Resolution \_\_- 21 was enacted and approved with \_\_\_\_ Aye votes and \_\_\_\_ Nay votes.

---

Sherletta Hawkins, Town Clerk



# *Town of Forest Heights*

5508 ARAPAHOE DRIVE  
FOREST HEIGHTS, MARYLAND 20745-1998  
(301) 839-1030 Fax (301) 839-9236

Habeeb-Ullah Muhammad  
*Mayor*

## MEMORANDUM

To: Mayor and Council

From: Leittia Vaughn, Treasurer

Date: April 1, 2021

Re: Fiscal Year 2022 Tax Rates

The following documentation which is related to the establishment of Fiscal Year 2022 tax rates is being provided for your review and discussion during the Work Session.

- 2021 Constant Yield Tax Rate Certification – Commercial Real Property
- Constant Yield Tax Rate Comparison – Commercial Real Property

The Town has been exempted from the tax hearing requirements for the establishment of the Commercial Real Property Tax Rate.

- 2021 Constant Yield Tax Rate Certification – Noncommercial Real Property
- Constant Yield Tax Rate Comparison – Noncommercial Real Property
- Constant Yield Tax Rate Comparison – Rented Residential Real Property (new)

The Maryland State Department of Assessments and Taxation (SDAT) did not provide a 2021 Certification separate from Noncommercial Real Property for the Rented Residential Property. The Rented Residential Real Property is the new class established in Fiscal Year 2020. The number used for comparative purposes is the assessable real property base provided by Prince Georges County Office of Treasury in the July 2020 Forest Heights Tax Verification Report.

**A draft resolution to adopt the Fiscal Year 2022 tax rates is included in the Work Session packet for discussion. If the Council is interested in proposing a tax rate that is higher than the SDAT Constant Yield Rate for Noncommercial Real Property and Rented Residential Property, please advise me and a Tax Rate Hearing will be scheduled.**

## **Constant Yield Tax Rate**

The constant yield tax rate is calculated by the State of Maryland Department of Assessments and Taxation (SDAT) for each taxing authority in the State. It represents the real property tax rate for the coming tax year that will generate the same amount of revenue that was generated during the current tax year.

The Constant Yield Tax Rate to be adopted by the Council will either: increase, decrease or remain the same.

In Fiscal Year 2022, The Town will have 3 classes of Real Property:

- Commercial Real Property (Business)
- Noncommercial Real Property (Residential)
- Rented Residential Property

The Commercial Real Property (Business) has been classified as EXEMPT by the Maryland State Department of Assessments and Taxation; therefore the Constant Yield Tax Rate for Commercial Real Property can be established by the Council without a formal hearing. The Commercial Tax Rate was set at .6086 for FY 2021.

The Noncommercial Real Property (Residential) was set at \$.5269 for FY 2021. The Constant Yield Tax Rate certified by the Maryland State Department of Assessments and Taxation is \$.5076; this rate would ensure that the level of revenue would remain approximately the same from FY 2021 to FY 2022.

The class of Rented Residential Real Property did not receive a separate Constant Yield Tax Rate Certification. The rate for Rented Residential Real Property was set at \$.5269 for FY 2021. Having not received a separate certification from SDAT, the Constant Yield Tax Rate to be applied is \$.5076; this rate would ensure that the level of revenue would remain approximately the same from FY 2021 to FY 2022.

The Real Property Tax Revenue is to provide Town Services, for the support and function of the Administrative, Public Works, Police Department, social programs, town improvements and upkeep, street repairs and snow removal. The Police Department functions are additionally supported by revenue from the Speed Camera and grant money from the Governor's Office.



DEPARTMENT OF  
ASSESSMENTS AND TAXATION

Larry Hogan, Governor • Boyd K. Rutherford, Lt. Governor • Michael L. Higgs, Jr., Director

Date: February 14, 2021  
To: All Municipal Taxing Authorities  
From: Michael Higgs, Director  
RE: 2021/22 Constant Yield Tax Rate – Instructions

---

The Department of Assessments and Taxation is charged with administering the Constant Yield Tax Rate law. The law is found in two separate sections of the Tax-Property Article, § 2-205 and § 6-308. The latter section contains the provisions that must be followed by taxing authorities. We are here to answer your questions and assist you in complying with this law.

Municipal corporations may set any tax rate for personal property without regard to the Constant Yield Tax Rate process. However, failure to comply with the Constant Yield Tax Rate law could have serious consequences for your jurisdiction.

**Concept**

The Constant Yield Tax Rate is calculated by the Department for each taxing authority in Maryland. It represents the Real Property Tax Rate for the coming tax year that will generate the same amount of revenue that was generated during the current tax year. As assessments increase, the Constant Yield Tax Rate decreases. Implicit in this concept is the idea that *a tax rate at or below the existing tax rate is a tax increase if it is higher than the constant yield tax rate*. When a taxing authority plans to impose a Real Property Tax Rate that is higher than the Constant Yield Tax Rate, it must advertise the tax increase and hold a public hearing. If the taxing authority plans to maintain its Real Property Tax Rate at the current level, but above the Constant Yield Tax Rate, it must be advertised and a hearing must be held.

For the upcoming tax year, the assessable base of some taxing authorities has decreased. Therefore, the Constant Yield Tax Rate for those jurisdictions will actually be higher than the Real Property Tax Rate for the current year. However, the legal requirements for adopting a tax rate above the Constant Yield Tax Rate remain the same. Accordingly, any taxing authority that is proposing a tax rate above the Constant Yield Tax Rate must comply with the enclosed instructions.

If the taxing authority plans to set a Real Property Tax Rate that is *equal to or less than* the Constant Yield Tax Rate, then the Constant Yield Tax Rate statute **does not** require a notice or a hearing.

*Real Property Division*  
300 W. Preston St., Room 605, Baltimore, MD 21201  
[www.dat.maryland.gov](http://www.dat.maryland.gov)  
410-767-1199 (phone)      1-800-552-7724 (MD Relay)  
410-333-7275 (fax)      1-888-246-5941 (toll free)



DEPARTMENT OF  
ASSESSMENTS AND TAXATION

Larry Hogan, Governor • Boyd K. Rutherford, Lt. Governor • Michael L. Higgs, Jr., Director

**MEMORANDUM**

**Date:** February 14, 2021  
**To:** Municipal Corporation Taxing Authorities  
**From:** Michael Higgs, Director  
**Re:** 2021/22 Constant Yield Tax Rate – Exemption

Section 6-308 of the Tax-Property Article, Annotated Code of Maryland, requires the Department of Assessments and Taxation to certify to all taxing authorities a Constant Yield Tax Rate that will produce the same revenue in the coming taxable year that was produced in the prior taxable year. This does not prevent the reduction of the tax rate.

Section 2-205(d) states that:

"The Director shall exempt a municipal corporation from the constant yield tax rate provisions of § 6-308 of this article if a difference of less than \$25,000 exists between:

- (1) The property tax revenue that is provided by applying the municipal corporation real property tax rate for the preceding taxable year to the estimated assessment of all real property in the municipal corporation; and
- (2) The property tax revenue that is provided by applying the constant yield tax rate for the next taxable year to the estimated assessment of all real property in the municipal corporation."

**This is to certify that your jurisdiction has been exempted from the provisions of § 6-308 of the Tax-Property Article.**

Attached is Form CYTR #1 which shows your Constant Yield Tax Rate exemption and also includes an estimate of the assessable real property base for the 2021/22 taxable year.

If you have any questions, please contact Zachary Grisard at our Headquarters Office in Baltimore at (410) 767-6259.

*Real Property Division*

300 W. Preston St., Room 605, Baltimore, MD 21201

[www.dat.maryland.gov](http://www.dat.maryland.gov)

410-767-1199 (phone)

1-800-552-7724 (MD Relay)

410-333-7275 (fax)

1-888-246-5941 (toll free)

**State of Maryland**

Department of Assessments and Taxation

February 14, 2021

**2021 Constant Yield Tax Rate Certification**

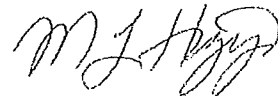
Taxing authority: Forest Heights  
Commercial Real Property

1	1-Jul-2020	Gross assessable real property base	\$	8,434,592
2	1-Jul-2020	Homestead Tax Credit	-	0
3	1-Jul-2020	Net assessable real property base		8,434,592
4	1-Jul-2020	Actual local tax rate (per \$100)	x	0.6086
5	1-Jul-2020	Potential revenue	\$	51,333
6	1-Jul-2021	Estimated assessable base	\$	8,733,356
7	1-Jan-2021	Half year new construction	-	0
8	1-Jul-2021	Estimated full year new construction*	-	0
9	1-Jul-2021	Estimated abatements and deletions**	-	0
10	1-Jul-2021	Net assessable real property base	\$	8,733,356

11	1-Jul-2020	Potential revenue	\$	51,333
12	1-Jul-2021	Net assessable real property base	÷	8,733,356
13	1-Jul-2021	Constant yield tax rate	\$	0.5878

**EXEMPT**

Certified by



Director

\* Includes one-quarter year new construction where applicable.

\*\*Actual + estimated as of July 1, 2021, including Homestead Tax Credit.

Form CYTR #1



## TOWN OF FOREST HEIGHTS

### Constant Yield Tax Rate Comparison - Commercial Real Property: Projections for Fiscal Year 2022

#### State Department of Assessments and Taxation (SDAT) Certification

July 1, 2021 - Net assessable real property base:	\$8,733,356
July 1, 2021 - Constant yield tax rate:	<u>0.5878</u>
Potential Revenue (SDAT)	<u><u>\$51,333</u></u>

#### Current FY 2021 Commercial Property Tax Rate

July 1, 2021- Net assessable real property base:	\$8,733,356
FY 2021 - Commercial Property Tax Rate (current):	<u>0.6086</u>
Potential Revenue	<u><u>\$53,151</u></u>

An adoption to keep the current rate of 0.6086 would yield an approximate additional revenue of \$1,818.

Note: Town has been exempted from the tax hearing requirements for the establishment of the Commercial Real Property Tax Rate.

**State of Maryland**

Department of Assessments and Taxation

February 14, 2021

**2021 Constant Yield Tax Rate Certification**

Taxing authority: **Forest Heights  
Noncommercial Real Property**

1	1-Jul-2020	Gross assessable real property base	\$	202,430,215
2	1-Jul-2020	Homestead Tax Credit	-	3,510,099
3	1-Jul-2020	Net assessable real property base		198,920,116
4	1-Jul-2020	Actual local tax rate (per \$100)	x	0.5269
5	1-Jul-2020	Potential revenue	\$	1,048,110
6	1-Jul-2021	Estimated assessable base	\$	209,600,544
7	1-Jan-2021	Half year new construction	-	138,100
8	1-Jul-2021	Estimated full year new construction*	-	0
9	1-Jul-2021	Estimated abatements and deletions**	-	2,974,656
10	1-Jul-2021	Net assessable real property base	\$	206,487,788

11	1-Jul-2020	Potential revenue	\$	1,048,110
12	1-Jul-2021	Net assessable real property base	÷	206,487,788
13	1-Jul-2021	Constant yield tax rate	\$	0.5076

Certified by



Director

\* Includes one-quarter year new construction where applicable.

\*\*Actual + estimated as of July 1, 2021, including Homestead Tax Credit.

Form CYTR #1

## TOWN OF FOREST HEIGHTS

### Constant Yield Tax Rate Comparison - Noncommercial Real Property: Projections for Fiscal Year 2022

#### State Department of Assessments and Taxation (SDAT) Certification

July 1, 2021 - Net assessable real property base:	\$206,487,788
Less: Projected assessable Rented Residential Real Property	<u>-\$18,654,598</u>
Adjusted Net assessable real property base:	<b>\$187,833,190 *</b>
July 1, 2021 - Constant yield tax rate:	<u>0.5076</u>
Potential Revenue (SDAT)	<u><u>\$953,441</u></u>

#### Current FY 2021 Noncommercial Property Tax Rate

July 1, 2021 - Adjusted Net Noncommercial assessable real property base:	<b>\$187,833,190 *</b>
FY 2021 - Constant yield tax rate (current):	<u>0.5269</u>
Potential Revenue	<u><u>\$989,693</u></u>

An adoption to keep the current rate of 0.5269 would yield an approximate additional revenue of \$36,252.00.

\* The Net assessable real property tax base for Noncommercial Property has been adjusted to reflect the transfer of Rented Residential Property to the new tax class established by Ordinance 04-18.

## TOWN OF FOREST HEIGHTS

### Constant Yield Tax Rate Comparision

#### Projections for Fiscal Year 2022 - Rented Residential Real Property:

##### Projected assessable Rented Residential Real Property

July 1, 2021 - Adjusted Net Rented Residential assessable real property base:	\$18,654,598 *
July 1, 2021 - Constant yield tax rate:	<u>0.5076</u>
Potential Revenue (SDAT)	<u><u>\$94,691</u></u>

##### Projection - Current FY 2021 Rented Residential Property Tax Rate

July 1, 2021 - Adjusted Net assessable real property base:	\$18,654,598 *
FY 2021 - Constant yield tax rate (current):	<u>0.5269</u>
Potential Revenue	<u><u>\$98,291</u></u>

An adoption to keep the current rate of 0.5269 would yield an approximate additional revenue of \$3,600.

\* The Adjusted Net Rented Residential assessable real property base is reflective of the transfer of Rented Residential Property to the new tax class established by Ordinance 04-18. This number is estimated based on the prior year property values with an allowance for the increase in the number of homes rented.

# **THE TOWN OF FOREST HEIGHTS**

## **RESOLUTION 17-21**

### **A RESOLUTION TO PURCHASE (4) POLICE VEHICLES AND EQUIPMENT TO REPLACE 4 POLICE VEHICLES THAT ARE NO LONGER SERVICEABLE**

Introduced by: Councilman Calvin Washington

**WHEREAS**, the Town Charter, § 33-63(f) authorizes the Town to forego the normal procurement process through cooperative purchasing in certain cases where another government entity has already made a competitive purchase of said item and therefore the Mayor and Council may, without soliciting bids, purchase the item in question at the bid price from the successful bidder, if the Mayor and Council determines that the bid price is competitive, and

**WHEREAS**, the Town Charter, § 33-63(g) further authorizes the Mayor and Council by a two-thirds vote to waive the competitive bidding requirements of said Charter section for good cause shown for sole source procurements of unique products and services, and that written findings as to the basis of such waiver shall be placed in the journal of the Council's proceedings, and

**WHEREAS**, the Town Ordinance Code, § 20.4(a)(6) states that upon written findings entered into the journal, the Mayor and Council may exempt the purchase of a good or service from competitive selection processes when the purchase qualifies as a sole source procurement as a result of several circumstances including: One vendor is the only one qualified or eligible or is quite obviously the most qualified or eligible to provide the good or service or the procurement is of such a specialized nature or related to a specific geographic location that only a single source, by virtue of experience, expertise, proximity, or ownership of intellectual property rights, and could most satisfactorily provide the good or service, and

**WHEREAS**, the Council finds that it is prudent and necessary to purchase three (3) 2021 Ford Police Interceptor Utility vehicles and one (1) 2021 Dodge Charger as replacement for the 2011 Chevrolet Impala with 176,000 miles, 2008 Ford Police Interceptor with 106,000 miles, 2014 Ford Police Interceptor Sedan which was totaled in a traffic collision and the 2019 Dodge Charger Pursuit which was also totaled, and

**WHEREAS**, the Mayor and Council desire to purchase four (4) replacement police vehicles from Chapman Auto Group 1100 Easton Road, Horsham 190044 through the 911Leasing.com Finance Company, 432A Frye Farm Road Greensburg, PA 15601 at the amount of \$128,788.00. Other municipalities have purchased items from Chapman Auto Group, and as such, is hereby considered to be quite obviously the most qualified or eligible vendor to provide the good or service and/or the procurement is of such a specialized nature or related to a specific geographic location that only a single source is reasonably available, by virtue of experience, expertise, and proximity, and

The Town of Forest Heights

Resolution 17-21

# THE TOWN OF FOREST HEIGHTS

## RESOLUTION 17-21

**WHEREAS**, the Mayor and Council desire to use Dana Public Safety 7337 Lockport Place Lorton, VA 22079, as a vendor to purchase and install all equipment, and

**WHEREAS**, the Mayor and Council desire enter into a five year contract with Axon Enterprises Inc for in-car cameras, body cameras, taser, and unlimited storage and to make year one of five payment (\$37,859.00) with a total price over 5 years \$286,367.10, and

**WHEREAS**, the Town insurance company Local Government Insurance and Trust (LGIT) has issued a check for the 2014 Ford Police Interceptor Sedan that was totaled in the amount of \$14,250.00, and

**WHEREAS**, the Town insurance company Local Government Insurance and Trust (LGIT) has issued a check for the 2019 Dodge Charger Pursuit that was totaled in the amount of \$29,875, and

**WHEREAS**, the Treasurer has certified that the funds are available under line item 7201 (\$14,250.00) and 7413 (\$10,907.61) and it has been verified that the Chapman Auto Group is a unique provider has made government sales, and the procurement is for items of a specialized nature in accordance with Section 20.4(a)(6) of the Ordinance Code for the Town of Forest Heights.

**NOW THEREFORE, BE IT RESOLVED** that the Mayor and Town Council of Town of Forest Heights, Maryland hereby authorizes the Chief of Police or his designee to enter into a finance agreement with 911 Leasing.com to lease/purchase three police vehicles from Chapman Auto Group and the installation of all equipment by Dana Public Safety, for a price not to exceed \$ \$251,576.09 with 10% down (\$25,157.61) and payments to start April 1, 2022.

This transaction will proceed as further described herein and in the above recitals which are incorporated by reference herein.

**AND BE IT FURTHER RESOLVED** that this Resolution shall take effect upon its passage.

**PASSED** this \_\_\_\_ day of April 2021.

**APPROVED:** By Resolution of the Town Council of The Town of Forest Heights, Maryland.

The Town of Forest Heights  
Resolution 17-21

**THE TOWN OF FOREST HEIGHTS**

**RESOLUTION 17-21**

<u>ROLL CALL VOTE</u>	<u>YEA/NAY/ABSTAIN/ABSENT</u>
MUHAMMAD	_____
KENNEDY II	_____
MANN	_____
BARNES	_____
HINES	_____
WASHINGTON	_____
NOBLE	_____

ATTEST:

THE MAYOR AND COUNCIL OF THE  
TOWN OF FOREST HEIGHTS, MARYLAND

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

By: \_\_\_\_\_  
Habeeb-Ullah Muhammad, Mayor

By: \_\_\_\_\_  
Calvin Washington, Council President



## Master Services and Purchasing Agreement between Axon and Agency (Online)

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the Quote ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

1 **Definitions.**

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Device**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2 **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Axon Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Axon Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3 **Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4 **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5 **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

---

Title: Master Services and Purchasing Agreement between Axon and Agency (Online)

Department: Legal

Version: 1.0

Release Date: 3/31/2021

Page 1 of 47





7 **Warranty.**

7.1 **Hardware Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

7.2 **Claims.** If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Axon Device will be new or like new. Axon will warrant the replacement Axon Device for the longer of (a) the remaining warranty of the original Axon Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Axon Device for service, Agency must upload Axon Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon Device sent to Axon for service.

7.3 **Spare Axon Devices.** For qualified purchases, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.4 **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number.

7.4.1 **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.**

7.4.2 **Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**

8 **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9 **Axon Device Warnings.** See [www.axon.com/legal](http://www.axon.com/legal) for the most current Axon Device warnings.



## Master Services and Purchasing Agreement between Axon and Agency (Online)

- 10 **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
- 11 **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
- 12 **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 13 **Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- 14 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 15 **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
- 16 **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
- 17 **Termination.**
- 17.1 **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 17.2 **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
- 17.3 **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
- 18 **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be

---

Title: Master Services and Purchasing Agreement between Axon and Agency (Online)

Department: Legal

Version: 1.0

Release Date: 3/31/2021

Page 3 of 47



## Master Services and Purchasing Agreement between Axon and Agency (Online)

understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

### 19 General.

**19.1 Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

**19.2 Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

**19.3 Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

**19.4 Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

**19.5 Export Compliance.** Each Party will comply with all import and export control laws and regulations.

**19.6 Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

**19.7 Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

**19.8 Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

**19.9 Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

**19.10 Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

**19.11 Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.  
Attn: Legal  
17800 N. 85th Street  
Scottsdale, Arizona 85255  
legal@axon.com

Agency:  
Attn:  
Street Address  
City, State, Zip  
Email

**19.12 Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or

---

Title: Master Services and Purchasing Agreement between Axon and Agency (Online)

Department: Legal

Version: 1.0

Release Date: 3/31/2021

Page 4 of 47

---

understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

**Axon Enterprise, Inc.**

**Agency**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## 5-YEAR QUOTE SUMMARY

Forest Heights Police Department

---

Axon Enterprise, Inc.  
17800 North 85<sup>th</sup> Street  
Scottsdale, AZ 85255  
Phone: 1-800-978-2737  
3/24/2021

Main Contact:

Matthew Dearing  
mdearing@axon.com  
480-681-0757





## Forest Heights Police Department Quote Summary

Keeping your community safer and saving critical budget by bundling our products and services. This program provides your agency with next-generation devices and software, delivering seamless integration, and budget predictability.

### Hardware:

- (15) Body 3 Cameras delivered in year 1
- (2) Docks Delivered in year 1
- (15) Taser 7 handles delivered in year 1. Taser dock included
- Cartridge replacement plan for each officer included in the bundle
- (12) Fleet 3 Camera systems delivered in year 1 (front and rear facing cameras)
- (12) Cradlepoint IBR 900-1200 routers in year 1
- All cables, mounts, antennas, and power cords included

### Software & Services:

- (15) Professional licenses
- Axon Capture for every officer (logging Video, Photo and Audio evidence through the axon portal and not on their phone)
- GPS tagging and push notifications to command staff for officer safety with body-worn cameras
- Included Redaction Tools: Skin Blur, Motion Tracking, Manual
- Multi-Cam Playback for each user
- Axon Evidence licenses for each Fleet vehicle
- Fleet Dashboard licenses included for each vehicle
- ALPR system built into your cameras on every vehicle. Access for all officers using the system.
- Live streaming capabilities for in-car and BWC via Respond. Real time alerts to command staff for officer safety with in-car cameras.
- Continuous firmware updates
- Unlimited Body-Worn Camera and Fleet (in-car) storage.
- AutoTagging/CAD integration for your department to automatically categorize retention periods

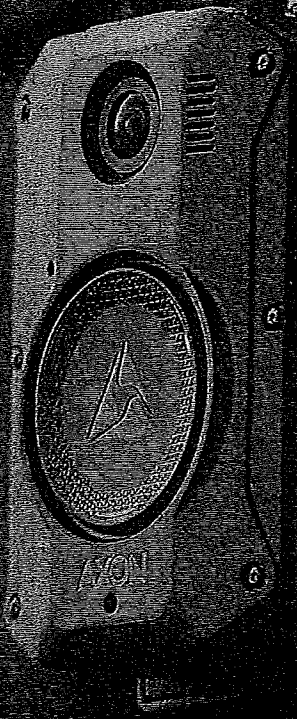
### Warranties & Services:

Automatic refresh on camera units in the final year of the contract. This minimizes the chances of a vehicle going down and includes warranties throughout the life of the contract at no additional cost. This ensures your agency is protected now and in the future.

- Warranty coverage on Tasers, in-car cameras, and BWC cameras throughout the contract.
- Ability to advance replace lost, stolen, or damaged cameras at no cost to the agency
- Full in-car installation by our Professional Services team for Fleet 3 in year 1 which includes officer training on the Fleet Dashboard application
- (12) of the latest in-car cameras in year 5
- (15) of the latest BWC cameras in year 2.5
- (15) of the latest BWC cameras in year 5
- All new docking stations, mounts, and cables for each BWC refresh



# **/ AXON BODY 3**



## **LAW ENFORCEMENT'S #1 CAMERA, NOW WITH REAL-TIME TECHNOLOGY**

**Clearer Evidence | Real-Time Awareness | AI-Powered Workflows**

Axon Body 3 isn't just a camera: it's a rugged communications beacon front-and-center on every call. Featuring our new Axon Respond for Devices technology and an LTE connection that enables real-time features like live maps of officer location, Body 3 empowers officers with more support in the moment. Coupled with enhanced low-light performance and reduced motion blur, that means clearer evidence in the now, more efficient AI-powered processes after the fact, and most importantly, safer communities in the long run.

### **FEATURES AND BENEFITS**

#### **/ IMPROVED VIDEO QUALITY**

With video evidence, image quality is everything. Axon Body 3's reduced motion blur and improved low-light performance enable you to better see the truth at any moment.

#### **/ MULTI-MIC AUDIO**

Featuring multiple microphones, wind noise reduction and other advancements, Axon Body 3 lets you play back crystal-clear audio for a better sense of what happened at the scene.

#### **/ HANDSFREE ACTIVATION & ALERTS\***

Axon Body 3 can send real-time alerts, like when a weapon is deployed, allowing your agency to act fast during critical situations.

#### **/ LIVE MAPS\***

See officers' location when recording within Axon Respond with GPS and Wi-Fi-positioning.

## FEATURES AND BENEFITS CONTINUED

### / LIVE STREAMING\*

Axon Body 3 can stream audio and video to Axon Respond, so officers and command staff can pull up a real-time view and act with greater awareness.

### / ON-DEVICE ENCRYPTION

Axon Body 3 features disk encryption.

### / FULL-SHIFT BATTERY

Axon Body 3 will last for 12 hours, so you can depend on it for your entire shift. You can even recharge it while the camera is on.

### / PRE-EVENT BUFFER

To help ensure key moments aren't missed, Axon Body 3 supports up to a two minute pre-event buffer with configurable audio.

### / SLEEK & RUGGED DESIGN

The camera hardware strikes the perfect balance between a clean and super-strong design that can survive even the harshest conditions.

### / SAFETY & USABILITY

The top display screen gives important information without distraction. And the front LED's brightness auto-adjusts to allow transparency with the community without compromising officer safety.

### / EXPANDING CAPABILITIES\*

In the future, take advantage of new features like critical evidence offload, configurable location reporting, voice communications, geo-fenced actions and more.

## WHAT IS AXON RESPOND FOR DEVICES?

Picture this: An officer is in a foot chase away from her vehicle, alone. She's heading into unfamiliar terrain fast. Both the suspect and the officer have drawn a weapon. It's life or death.

Thankfully, command staff back at HQ are with her every step of the way. They are alerted to the escalating situation when she withdraws her firearm, and instantly pull up a live map of where to send backup. And with her camera already recording, they can view her livestream to see how the event is unfolding. Thankfully, the suspect is successfully apprehended, and everyone is unharmed. That's Respond for Devices. With a combination of sensors, location services and an LTE connection, Respond brings new possibilities to keep officers safe.

## SPECIFICATIONS

**VIDEO RESOLUTION:** 1080, 720H, 720L, 480

**VIDEO FORMAT:** MPEG-4

**BATTERY LIFE:** 12 hours

**STORAGE:** 64 GB

**PRE-EVENT BUFFER:** Configurable up to 120 sec.

**IP RATING:** IP67

**US MILITARY STANDARD:** MIL-STD-810G

**DROP TEST:** 6 feet

**OPERATING TEMPERATURE:** -20 C to 50 C

**DISK ENCRYPTION:** AES-XTS 128-bit

\*Handsfree activation requires Axon Signal Integration. Alerts, Live maps and Live streaming require Axon Aware purchase and activation. LTE is a registered trademark of Institut Européen des Normes; de Télécommunication.

▲, ▲ AXON, Axon, Axon Body 3, and Evidence.com are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit [www.axon.com/legal](http://www.axon.com/legal). All rights reserved. © 2020 Axon Enterprise, Inc.





# Axon TAP - Technology Assurance Plan

## WHAT IS TAP?

The Technology Assurance Plan (TAP) is a service plan that combines warranty coverage on your Axon body cameras with automatic refresh units every 2.5 years. Minimizing the chance that an officer goes on duty without a camera, TAP includes on-site spare units, as well as an extended warranty at no additional cost through the life of the agreement. TAP not only protects your agency today—it ensures it will stay protected in the future.

## WHO USES TAP?

Over 2,500 proactive agencies have used TAP as a way to maintain their body camera program in the most cost-effective way possible. TAP is quickly becoming a favorite budget-planning tool, helping agencies replace equipment without having to find extra funding to do so. It enables you to buy essential technology as an operational line item rather than as a one-off capital expenditure. TAP allows you to focus on policing and provides certainty within your budget.

## WHY USE TAP?

1. Free "No Questions Asked" warranty
2. Automatic refresh of Axon body camera and dock units every 2.5 years
3. On-site spares
4. Budget certainty

## WANT TO LEARN MORE?

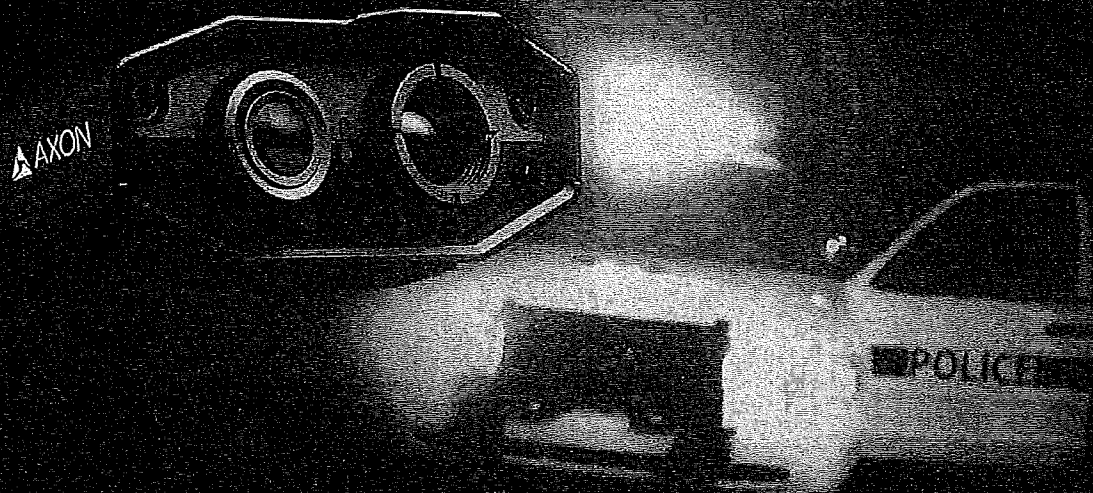
Contact your sales representative or visit [axon.com/tap](https://www.axon.com/tap)

*"The Technology Assurance Plan has been a great benefit to our agency. Being able to only go through the budget process once for the products and services needed over the next 5 years creates exponential administrative savings. The TAP program is what I call a 'set it and forget it' system.*

*Everything needed for the program is covered for the 5-year period. No hidden fees or unexpected costs. If equipment breaks or fails, the TAP program kicks into action. Replacement equipment is quickly provided in order to keep your program running smoothly. "*

*- Sgt. Tim White; Greenbelt*

# **/ FLEET 3**



## **DRIVE THE FUTURE WITH INNOVATIVE, INTEGRATED IN-CAR VIDEO**

**ALPR in every vehicle | Situational awareness with live streaming | Dual-View Camera**

Instead of two independent vehicle camera systems for siloed ALPR and evidence capture, why not centralize powerful capabilities into one in-car video system? Meet Fleet 3. Yes, it records the best-quality evidence from its Dual-View Camera. It also gives every vehicle ALPR capabilities, which means 8X more coverage for the same spend as traditional systems. Plus, real-time situational awareness features including alerts, live maps and video/audio streaming help leaders and dispatchers maintain visibility into what officers are facing in the field. It's a 3-in-1 that will change how you think about in-car solutions, all part of the Axon network.

### **FEATURES & BENEFITS**

#### **/ DUAL-VIEW CAMERA**

Panoramic video camera captures clear video evidence, and 4k ALPR camera with edge AI processing covers 3 lanes of traffic

#### **/ INTERIOR CAMERA**

Capture from below occupant's knee to above their head, with color in well-lit conditions and infrared illumination for night view

#### **/ ALPR HOTLIST ALERTS**

Configurable MDC alerts help officers get notified about important plates without losing focus

#### **/ LIVE STREAMING AND LOCATION UPDATES**

Axon Aware technology enables leaders to receive alerts, and view vehicle location and live streams in real-time

#### **/ FLEET HUB**

Includes secure solid-state storage, wireless communications, and garage- and tunnel-friendly location system. Footage is uploaded even without the MDC over LTE or Wi-Fi

#### **/ FLEET DASHBOARD APP**

One simple interface for ALPR alerts, camera control, preview and tagging of evidence, and zoom

## FEATURES & BENEFITS CONTINUED

### / WIRELESS ACTIVATION

Compatible with Axon Signal, which activates cameras based on certain events including light bar activation, speed threshold, and other configurable triggers

### / WIRELESS MIC

Capture clear audio up to 1,000 feet away from the vehicle with one or two Wireless Mics per vehicle

### / BWC PAIRING & UPLOAD

Pairs wirelessly with any Axon body camera, and router connection can upload footage wirelessly

### / VIDEO RECALL

Retains last 24 hours of video for each camera so critical footage can be retrieved remotely and no evidence is missed

### / MULTI-CAM PLAYBACK

Watch up to four in-car or BWC videos recorded at a scene using Axon Evidence, with videos automatically associated based on device proximity

## THE NEW IN-CAR EXPERIENCE

Officer J is on patrol, with ALPR active from the Dual-View Camera. He gets a stolen vehicle alert, and quickly confirms it via the Fleet Dashboard app. He flips on the lightbar, which starts the recording from the Dual-View Camera and his BWC.

The suspect begins speeding away, and Officer J does too. His supervisor receives an alert in Axon Aware and pulls up the live stream, with views from the front camera and BWC. The suspect parks and flees, but Officer J tracks him down and makes the arrest, with the supervisor having awareness the entire time. The Interior Camera begins recording once the rear door is opened. Later, Officer J reviews the video, and the footage is automatically uploaded to Axon Evidence from the Fleet 3 Hub. In Axon Evidence, authorized users view a synced playback of all video, including a tagged moment when the suspect tossed a baggie of drugs on the side of the road. Charges filed, case closed.

## SPECIFICATIONS

**DUAL-VIEW CAMERA:** Up to 1080p resolution, 160° field-of-view (FOV) for evidence, 16:9 or 5:2 panoramic aspect ratio, 12x digital zoom, 360° swivel mount

**INTERIOR CAMERA:** Up to 1080p resolution, 160° FOV, 4:3 aspect ratio (occupant knee to head), color in light conditions, IR illumination in low-light

**HUB:** 240GB video storage, 5 PoE ports for devices, 10 inputs for 12V triggers, Wi-Fi, BLE, GNSS

**ALPR COVERAGE:** Up to three traffic lanes with one camera using 4k resolution

**VIDEO RECALL:** 24 hours per camera

**SECURITY:** Firmware updates and all evidence encrypted on Hub

**FLEET DASHBOARD APP:** Windows 10 or Windows 7 required; Android and iOS forthcoming

**CAMERA AND HUB OPERATING TEMPERATURE:** -40°C to +85°C

**WIRELESS MIC OPERATING TEMPERATURE:** -40°C to +70°C

**HUB INGRESS RATING:** IP52 when mounted in console

**CAMERA INGRESS RATING:** IP54

**WIRELESS MIC INGRESS RATING:** IP67



# TASER 7



*CONFIDENCE. CONNECTIVITY.  
COMMUNITY.*

## **THE POWER TO DE-ESCALATE**

DE-ESCALATE WITH CONFIDENCE / CONNECT TO SAVE TIME / FOCUS ON COMMUNITIES

TASER 7 – the most effective CEW ever – gives officers the confidence to de-escalate dangerous situations, provides improved integration to the Axon network for optimized workflows, and further demonstrates your commitment to keeping communities safe with reality-based training that improves outcomes.

[AXON.COM/TASER 7](https://axon.com/taser7)

# TASER 7

## FEATURES AND BENEFITS

**CLOSE-RANGE OPTIMIZED:** 93% increased probe spread at close range, where 85% of deployments occur, according to agency reports

**IMPROVED DARTS:** TASER 7 darts fly straighter and faster with nearly twice the kinetic energy for better connection to the target, and the body of the dart breaks away to allow for attainment at tough angles

**ADAPTIVE CROSS-CONNECT:** Electricity is intentionally driven between all contacts to maximize the effectiveness of the probe deployment and to help compensate for close probe spreads or clothing disconnects

**RAPID ARC:** Delivers similar electrical charge as previous models but at a faster rate, causing more rapid incapacitation

**INVENTORY MANAGEMENT:** Using the Axon Device Manager mobile application to assign weapons and accessories dramatically reduces the time it takes to manage devices in the field. This new functionality includes enhanced inventory search and status updates

**DOCK-AND-WALK FUNCTIONALITY:** Firmware updates and weapon log downloads occur automatically, saving your agency time and ensuring your weapons are always up to date

**RECHARGEABLE BATTERY:** One battery for the life of the weapon

**DAYLIGHT GREEN LASER:** Improve your aim with a more visible green daylight laser

**LOUDER ARC:** Further enhances TASER 7 as a de-escalation tool

**ENHANCED DATA MANAGEMENT:** Full integration into the Axon Evidence (evidence.com) ecosystem, with re-designed pulse graphs and firing logs managed as evidence

**IMPROVED ERGONOMIC DESIGN:** Operational interfaces have been refined through extensive user feedback

## SPECIFICATIONS

**WEATHER RESISTANCE:** IP53 Ingress Protection  
MIL-STD-810G Test Method 510.6 (sand and dust),  
Method 506.6 (rain) IEC 60529

**HOUSING:** High Impact Polymer

**OPERATING TEMPERATURE:** - 4° F to 122° F [-20°  
C to 50° C]

**DROP TEST:** 5 feet

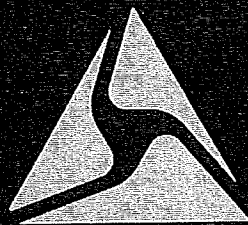
**HUMIDITY:** 85% Relative, Non-condensing

**LASER:** Top - High Visibility Green Class 2;  
Bottom - Red Class 2

**ILLUMINATION:** 300 Lumen Light Emitting  
Diode (LED)

**WARRANTY:** 1 year from date of receipt

**SERVICE LIFE:** 5 Years (Recommended)



# AXON

**Forest Heights Police Dept. - MD**

**AXON SALES REPRESENTATIVE**

Raleigh Edwards

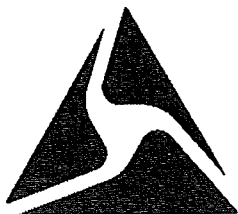
4809052067

redwards@axon.com

**ISSUED**

3/18/2021

Q-292155-44279.597MD



**Axon Enterprise, Inc.**  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
Phone: (800) 978-2737

**Q-292155-44279.597MD**

Issued: 03/18/2021

Quote Expiration: 05/01/2021

Account Number: 452932

Payment Terms: Net 30  
Delivery Method: Fedex - Ground

**SHIP TO**

Marcus Jones  
Forest Heights Police Dept. - MD  
5508 Arapahoe Dr  
Forest Heights, MD 20745  
US

**BILL TO**

Forest Heights Police Dept. - MD  
5508 Arapahoe Dr  
Forest Heights, MD 20745  
US

**SALES REPRESENTATIVE**

Raleigh Edwards  
Phone: 4809052067  
Email: redwards@axon.com  
Fax:

**PRIMARY CONTACT**

Marcus Jones  
Phone: (301) 839-4040  
Email: MJones@forestheightsmd.gov

**Year 1 - Core + Users**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	1	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60	15	0.00	0.00	0.00
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	60	15	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	45	0.00	0.00	0.00
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	15	0.00	0.00	0.00
20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS LICENSE	60	15	0.00	0.00	0.00
73449	RESPOND DEVICE LICENSE	60	15	0.00	0.00	0.00
73682	AUTO TAGGING LICENSE	60	15	0.00	0.00	0.00
73680	RESPOND DEVICE PLUS LICENSE	60	15	0.00	0.00	0.00
<b>Hardware</b>						
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER		14	0.00	0.00	0.00
75015	SIGNAL SIDEARM KIT		15	0.00	0.00	0.00
20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER		1	0.00	0.00	0.00
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		15	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		15	0.00	0.00	0.00



# Year 1 - Core + Users (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware (Continued)</b>						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		45	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		45	0.00	0.00	0.00
71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK		30	0.00	0.00	0.00
22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS		15	0.00	0.00	0.00
22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		15	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		30	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		30	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		30	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		30	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL		18	0.00	0.00	0.00
20041	TASER 7 BATTERY PACK WARRANTY, 4- YEAR		18	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4- YEAR		1	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		1	0.00	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE		1	0.00	0.00	0.00
73202	AXON BODY 3 - NA10		15	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		2	0.00	0.00	0.00
74210	AXON BODY 3 - 8 BAY DOCK		2	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		20	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		15	0.00	0.00	0.00
<b>Other</b>						
20320	AXON CORE + PLAN WITH T7 CERT HEADER		15	0.00	0.00	0.00
20321	AXON CORE + PLAN WITH T7 CERT PAYMENT	12	15	1,908.00	460.54	6,908.10



### Year 1 - Core + Users (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other (Continued)</b>						
Not Eligible TASER 7 INSTRUCTOR COURSE VOUCHER	Not Eligible TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
Not Eligible TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	Not Eligible TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
Not Eligible Target and Frame	Not Eligible Target and Frame		15	0.00	0.00	0.00
Not Eligible Halt Suit	Not Eligible Halt Suit		1	0.00	0.00	0.00
73827	AB3 CAMERA TAP WARRANTY	60	15	0.00	0.00	0.00
73828	AB3 8 BAY DOCK TAP WARRANTY	60	2	0.00	0.00	0.00
71019	NORTH AMER POWER CORD FOR AB3 8- BAY, AB2 1-BAY / 6-BAY DOCK		2	0.00	0.00	0.00
73666	RESPOND DEVICE PLUS PAYMENT	12	15	228.00	168.00	2,520.00
<b>Services</b>						
79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE		1	0.00	0.00	0.00
					Subtotal	9,428.10
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	9,428.10

### Year 1 - Fleet 2 Continuation - 11 Vehicles

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>						
73375	TRANSFERRED WARRANTY FLEET 2 KIT	3	11	0.00	0.00	0.00
80214	FLEET EVIDENCE.COM UNLIMITED STORAGE	3	11	0.00	0.00	0.00
80215	FLEET EVIDENCE.COM UNLIMITED STORAGE PAYMENT	3	11	102.00	102.00	1,122.00

### Year 1 - Fleet 2 Continuation - 11 Vehicles (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other</b>						
87050	FLEET VIEW XL ACCESS LICENSE	3	11	0.00	0.00	0.00
87051	FLEET VIEW XL LICENSE PAYMENT	3	11	87.00	87.00	957.00
Subtotal						2,079.00
Estimated Tax						0.00
Total						2,079.00

### Year 1 - Fleet 3 Deployment - 12 Vehicles

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
80410	FLEET, EVIDENCE LICENSE, 1 CAMERA STORAGE, ACCESS	57	24	0.00	0.00	0.00
80400	FLEET, VEHICLE LICENSE, ACCESS	57	12	0.00	0.00	0.00
80401	FLEET 3, ALPR LICENSE, 1 CAMERA, ACCESS	57	12	0.00	0.00	0.00
80402	RESPOND DEVICE LICENSE - FLEET 3 - ACCESS	57	12	0.00	0.00	0.00
<b>Hardware</b>						
72036	FLEET 3 STANDARD 2 CAMERA KIT		12	0.00	0.00	0.00
11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD		12	0.00	0.00	0.00
71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL		12	0.00	0.00	0.00
70112	AXON SIGNAL UNIT		12	0.00	0.00	0.00
70117	AXON SIGNAL UNIT, CABLE ASSEMBLY		12	0.00	0.00	0.00
74110	FLEET ETHERNET CABLE, CAT6, 25 FT		12	0.00	0.00	0.00
<b>Other</b>						
80425	TAP, FLEET 3, 2 CAMERA KIT, 1 REFRESH ACCESS		12	0.00	0.00	0.00
73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)		12	0.00	0.00	0.00
80459	FLEET 3 ADVANCED BUNDLE WITH TAP PAYMENT	9	12	1,872.00	1,872.00	22,464.00
80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	3	12	324.00	324.00	3,888.00
Subtotal						26,352.00
Estimated Tax						0.00
Total						26,352.00

### Year 1 - Trade-In Debit

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other</b>						
20106	TASER 7 TRADE-IN TASER 60 BASIC		4	0.00	1,035.00	4,140.00
					Subtotal	4,140.00
					Estimated Tax	0.00
					Total	4,140.00

### Year 2 - Core + Users

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		30	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		30	0.00	0.00	0.00
<b>Other</b>						
20321	AXON CORE + PLAN WITH T7 CERT PAYMENT	12	15	1,908.00	1,908.00	28,620.00
73666	RESPOND DEVICE PLUS PAYMENT	12	15	228.00	168.00	2,520.00
					Subtotal	31,140.00
					Estimated Tax	0.00
					Total	31,140.00

### Year 2- Fleet 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other</b>						
80459	FLEET 3 ADVANCED BUNDLE WITH TAP PAYMENT	12	12	2,496.00	2,496.00	29,952.00
					Subtotal	29,952.00
					Estimated Tax	0.00
					Total	29,952.00

### Year 3 - Core + Users

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		30	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		30	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		30	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		30	0.00	0.00	0.00
<b>Other</b>						
73309	AXON CAMERA REFRESH ONE		15	0.00	0.00	0.00
20321	AXON CORE + PLAN WITH T7 CERT PAYMENT	12	15	1,908.00	1,908.00	28,620.00
73689	MULTI-BAY BWC DOCK 1ST REFRESH		2	0.00	0.00	0.00
73666	RESPOND DEVICE PLUS PAYMENT	12	15	228.00	168.00	2,520.00
Subtotal						31,140.00
Estimated Tax						0.00
Total						31,140.00

### Year 3 - Fleet 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other</b>						
80459	FLEET 3 ADVANCED BUNDLE WITH TAP PAYMENT	12	12	2,496.00	2,496.00	29,952.00
Subtotal						29,952.00
Estimated Tax						0.00
Total						29,952.00

### Year 4 - Core + Users

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		30	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		30	0.00	0.00	0.00

### Year 4 - Core + Users (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
20321	AXON CORE + PLAN WITH T7 CERT PAYMENT	12	15	1,908.00	1,908.00	28,620.00
73666	RESPOND DEVICE PLUS PAYMENT	12	15	228.00	168.00	2,520.00
Subtotal						31,140.00
Estimated Tax						0.00
Total						31,140.00

### Year 4 - Fleet 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
80459	FLEET 3 ADVANCED BUNDLE WITH TAP PAYMENT	12	12	2,496.00	2,496.00	29,952.00
Subtotal						29,952.00
Estimated Tax						0.00
Total						29,952.00

### Year 5 - Core + Users

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		30	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		30	0.00	0.00	0.00
Other						
73310	AXON CAMERA REFRESH TWO		15	0.00	0.00	0.00
20321	AXON CORE + PLAN WITH T7 CERT PAYMENT	12	15	1,908.00	1,908.00	28,620.00
73688	MULTI-BAY BWC DOCK 2ND REFRESH		2	0.00	0.00	0.00
73666	RESPOND DEVICE PLUS PAYMENT	12	15	228.00	168.00	2,520.00
Subtotal						31,140.00
Estimated Tax						0.00
Total						31,140.00

### Year 5 - Fleet 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
72040	FLEET REFRESH, 2 CAMERA KIT		12	0.00	0.00	0.00

## Year 5 - Fleet 3 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
80459	FLEET 3 ADVANCED BUNDLE WITH TAP PAYMENT	12	12	2,496.00	2,496.00	29,952.00
					Subtotal	29,952.00
					Estimated Tax	0.00
					Total	29,952.00
Grand Total						286,367.10



## Discounts (USD)

Quote Expiration: 05/01/2021

List Amount	308,439.00
Discounts	22,071.90
<b>Total</b>	<b>286,367.10</b>

*\*Total excludes applicable taxes*

## Summary of Payments

Payment	Amount (USD)
Year 1 - Core + Users	9,428.10
Year 1 - Fleet 2 Continuation - 11 Vehicles	2,079.00
Year 1 - Fleet 3 Deployment - 12 Vehicles	26,352.00
Year 1 - Trade-In Debit	4,140.00
Year 2 - Core + Users	31,140.00
Year 2- Fleet 3	29,952.00
Year 3 - Core + Users	31,140.00
Year 3 - Fleet 3	29,952.00
Year 4 - Core + Users	31,140.00
Year 4 - Fleet 3	29,952.00



## Summary of Payments (Continued)

Payment	Amount (USD)
Year 5 - Core + Users	31,140.00
Year 5 - Fleet 3	29,952.00
<b>Grand Total</b>	<b>286,367.10</b>



STATEMENT OF WORK & CONFIGURATION DOCUMENT




**Axon Fleet In-Car Recording Platform**

This document details a proposed system design

Agency Created For: Forest Heights Police Department

**Sold By:** Matt Dearing  
**Designed By:** Ashlyn Frahm  
**Installed By:** Axon Professional Services

## VEHICLE OVERVIEW

SITE NAME	CUSTOMER NAME
Headquarters	Forest Heights Police Department
<b>Total Configured Vehicles</b> <ul style="list-style-type: none"> <li>• 12 Total Vehicles with this Configuration</li> </ul> <b>Video Capture Sources</b> <ul style="list-style-type: none"> <li>• 24 Total Cameras Deployed</li> <li>• 1 Fleet Hub(s) Per Vehicle</li> </ul> <b>Mobile Data Terminal Per Vehicle</b> <ul style="list-style-type: none"> <li>• 1 Located In Each Vehicle</li> </ul> <b>Mobile Router Per Vehicle</b> <ul style="list-style-type: none"> <li>• 1 IBR900-1200M-B</li> </ul> <b>Offload Mechanism</b> <ul style="list-style-type: none"> <li>• 4G LTE Cellular</li> </ul> <b>Evidence Management System</b> <ul style="list-style-type: none"> <li>• Evidence.com</li> </ul>	
 Axon Camera   Fleet Hub   In-Car Router	

## SYSTEM CONFIGURATION DETAILS

The following sections detail the configuration of the Axon Fleet In-Car System

### Vehicle Hardware

<b>Vehicle Hardware</b>	2	Axon Fleet Cameras will be installed in each vehicle
	1	Axon Fleet Hub will be installed in each vehicle
	1	5-in-1 Antenna will be installed in each vehicle
	1	3-in-1 Antenna will be installed in each vehicle
	1	IBR900-1200M-B will be provided by the agency
<b>Signal Activation Methods</b>	3	Triggers will be configured per vehicle
		The following devices will be configured for Signal activation: Light-bar, Motion Activation, Speed. When triggered, the Axon Signal technology in the Fleet 3 Hub will activate the recording mechanism for all configured Axon cameras within Bluetooth range of the vehicle.
<b>Mobile Data Computer</b>		Each vehicle will be equipped with a Mobile Data Computer provided by the customer, which meets or exceeds the specifications provided by Axon.
<b>Mobile Data Computer Requirements</b>		<b>Operating System:</b> Windows 7 SP1 or Windows 10 (version 1909 or higher) - x32 or x64 with the most current service packs and updates <b>Hard Drive:</b> Must have 25GB+ of free disk space <b>RAM/Memory:</b> for x32: 4GB   for x64: 8GB or greater <b>Ethernet Port:</b> It is recommended that the MDC have one dedicated and available Ethernet port reserved for an Ethernet cable from router. The Ethernet port can be located on an electronic and stationary mobile docking station. If a docking station is used, it is the preferred location for the Ethernet port. <b>Wi-Fi Card:</b> If the MDC is not connected to the router via Ethernet LAN, a WiFi card is required in the MDC. In this case, the WiFi card should meet or exceed the router's minimum WiFi radio compatibility requirements.

<b>Additional Considerations</b>	The Cradlepoint router includes the antenna(s) and Cradlecare. For agencies that use a VPN, Axon traffic must be passed through; such that it does not use the VPN tunnel. Customer must provide IT and / or Admin resources at time of installation to ensure data routing if functional for Axon Fleet operation.	
	In the event an Agency is unable to support the IT requirements associated with the installation, Axon reserves the right to charge the Agency for additional time associated with on -site work completed by an Axon Personnel.	
<b>Hardware Provisioning</b>	Axon will provide the following router for each vehicle:	IBR900-1200M-B
	The customer will provide an MDC for each vehicle.	
	If the customer chooses to provide their own SIM, they must be activated and available at time of installation	
<b>SIM Location</b>	SIM will be located in router and can be inserted in router by Cradlepoint if carrier is specified by agency.	

#### 4G / Cellular Offload Considerations

<b>Network Considerations</b>	The mobile router will be the connection which allows 4G upload of recorded video
	The customer will ensure that their cellular contract does not allow for data throttling, or service denial, once a set data threshold is met. Throttling or denial of service will negatively affect Fleet upload capabilities.

#### Network Consideration Agreement

<b>Network Consideration Agreement</b>	Customer acknowledges the minimum requirements for the network to support this Statement of Work.
	Axon employees performing services under this SOW are CJIS certified.
	If the network provided by Customer does not meet the minimum requirements, or in the event of a requested change in scope of the project, a Change Order will be required and additional fees may apply. Additional fees would also apply if Axon is required to extend the installation time for reasons caused by the customer or the customer network accessibility.

## Professional Services & Training

<b>Project Management</b>	Axon will assign a Project Manager that will provide the expertise to execute a successful Fleet camera deployment and implementation. The Project Manager will have knowledge and experience with all phases of the project management lifecycle and with all application modules being implemented. He/she will work closely with the customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables.
<b>Vehicle Installation</b>	<p>Customer agrees to have the above mentioned number of intended vehicles available at the time of deployment.</p> <p>Axon will be performing the installation of all Axon Fleet vehicle hardware. Installation services included with Axon Fleet system include a "clip" and removal of existing in-car system hardware, if applicable. This does not include "full removal" of existing wiring. A "full removal" of all existing hardware and wiring is subject to additional fees. Axon provides basic Fleet operation overview to the customer lead and/or Admin at the time of install.</p> <ul style="list-style-type: none"> <li>It is necessary to differentiate between the type of equipment removal to be provided by Axon. Standard Fleet Installation includes hardware removal in a fashion considered "Clip" which means Axon cuts the wires from the old system without removing multiple panels, removing all wiring and parts from the old system. In the case Axon removes the hardware Axon is not responsible for the surplus of hardware or any devices that may have been physically integrated with the removed system. In some situations, radar systems are integrated with the in-car video system and have a cable that connects to the system, if Axon removes the old in car system then Axon is not responsible for the radar system as part of the removal.</li> <li>A "Rip" removal should be contracted through ProLogic directly. The Rip would be similar to a complete and full removal, which is more common when they retire a vehicle from service.</li> </ul> <p>Chosen installation site must have internet access for the Hub, through the router, and MDC for configuration and testing of Fleet 3. Customer must have a resource onsite during installation with Axon Evidence Device Administration permissions to assist with logging into customer MDCs and configuring vehicle software.</p>
<b>Custom Trigger Installation</b>	<p>The Fleet 3 Hub has multiple trigger configuration options. Any trigger configurations that include a door or magnetic door switch are considered "custom" and may be subject to additional fees.</p> <p>An Axon representative has discussed with the Agency the standard triggers of the Fleet System. Those no-cost triggers include Light-bar, Siren, Speed, Motion Activation and Gun-lock activation. The light-bar must have a controller to allow Axon to interface for the desired position, gun -locks must be installed with existing hardware in the vehicle. Doors are considered "CUSTOM" since they required additional hardware and time for installation, typically requiring the door may need to be taken apart for the installation.</p>
<b>Training</b>	End-user go-live training provides individual device set up and configuration assistance, training on device use, Evidence.com and AXON Fleet Dashboard. This is included at no additional cost.

## Notes

Agency has existing contract #00018966 (originated via Q-159230) and is terminating that contract upon the new license start date (06/01/2021) of this quote.

The parties agree that Axon is granting a refund of \$21,711.90 (applied to Year 1 licenses) to refund paid, but undelivered services. This discount is based on a ship date range of 5/1/2021-5/15/2021, resulting in a 6/1/2021 license date. Any change in this date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon.

This is contingent on the payment of Invoice SI-1613166, SI-1702557, SI-1689213, SI-1705587, SI-1699594, SI-1705864, SI-1701536, SI-1709505 and any other outstanding payments prior to 9/1/2021.

Execution of this quote will terminate contracts associated with Q-213381 (executed contract #00023347) with Axon and will start a new 60 month contract.

The parties agree that Axon is charging a debit of \$4,140.00 (applied to Year 1 - Trade-In Debit) to capture the remaining value owed from previously deployed CEW hardware. This debit is based on a ship date range of 5/1/2021-5/15/2021, resulting in a 6/1/2021 contract start date. Any change in this ship date and resulting contract start date will result in modification of this debit's value which may result in additional fees due to or from Axon.

Purchase of TASER 7 are governed by the TASER 7 Agreement located at <https://www.axon.com/legal/sales-terms-and-conditions> and not the Master Services and Purchasing Agreement referenced below.

Tax is subject to change at order processing with valid exemption.

## Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name (Print): \_\_\_\_\_ Title: \_\_\_\_\_  
PO# (Or write N/A): \_\_\_\_\_

Please sign and email to Raleigh Edwards at [redwards@axon.com](mailto:redwards@axon.com) or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

The trademarks referenced above are the property of their respective owners.

### \*\*\*Axon Internal Use Only\*\*\*

		SFDC Contract#:
		Order Type:
		RMA#:
		Address Used:
		SO#:
Review 1	Review 2	
Comments:		

Q-292155-44279.597MD

# Sales Quote

DANA SAFETY SUPPLY, INC  
4809 KOGER BLVD  
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	384911
Customer No.	FORESTHGTS

Bill To
FOREST HEIGHTS POLICE DEPARTMENT 5508 ARAPAHOE DRIVE ATTN: CHIEF REASE FOREST HEIGHTS, MD 20745

Ship To
(For Pickup - LORT) Lorton, VA Warehouse 7337 LOCKPORT PLACE LORTON, VA22079

Contact: CHIEF ANTHONY N REASE  
Telephone: 301-839-4040  
E-mail: thoffmann@forestheightsmd.gov

Contact:  
Telephone:  
E-mail:

E-Mail: thornham@foresthennings.com					
Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method
03/31/21	GROUND SHIPMENT		PPAY & ADD TO INVOICE	21 UTILITY UNMARKED	Net 30
Entered By		Salesperson		Ordered By	Resale Number
Brett Gilbert		Brett Gilbert-Lorton			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	ENGKTGD001 SOI BLUEPrint "Gold Package" Control System Warehouse: LORT Vin #:  bluePRINT® Control System - Gold Package contains: - 2 ea ETSS100N Speakers - 2 ea ENGND04101 Remote Nodes - 1 ea ENGCC01241 Central Controller - 1 ea ENGSA07152 Siren 480 series 200w amp - 1 ea ENGCP18002 Control Panel - 2 ea ENGHNK02 Remote Node Harness - 1 ea ENGHNK01 Central control Harness	1,303.2400	1,303.24
1	1	Y	ENGLNK002 SOI BLUEPRINT LINK FOR 15-18 F-150, 16-18 PIUT Warehouse: LORT Vin #:	224.3500	224.35
1	1	Y	MISC SOI NFORCE FRONT INTERIOR BAR RBW Warehouse: LORT Vin #:  ENFWB003G7 Ford Explorer/PI Utility w/o Option 76P (2020-21) Split Front (DRV) [T18][T18][T18][T18][T18][T18][T18] (PAS) [RBW][RBW][RBW][RBW][RBW][RBW][RBW][RBW] DSC w/ Breakout Box (Included) (DRV) [-N][-N][-N][-N][-N][-N][-N][-N] (PAS) QE078353	875.0600	875.06

Print Date	03/31/21
Print Time	11:02:05 AM
Page No.	1

Printed By: Brett Gilbert

Continued on Next Page

# Sales Quote

DANA SAFETY SUPPLY, INC  
4809 KOGER BLVD  
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	384911
Customer No.	FORESTHGTS

Bill To
FOREST HEIGHTS POLICE DEPARTMENT 5508 ARAPAHOE DRIVE ATTN: CHIEF REASE FOREST HEIGHTS, MD 20745

Ship To
(For Pickup - LORT) Lorton, VA Warehouse 7337 LOCKPORT PLACE LORTON, VA22079

Contact: CHIEF ANTHONY N REASE  
Telephone: 301-839-4040  
E-mail: thoffmann@forestheightsmd.gov

Contact:  
Telephone:  
E-mail:

E-mail: thornmann@forestsiegelsmkt.gov

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
03/31/21	GROUND SHIPMENT	PPAY & ADD TO INVOICE	21 UTILITY UNMARKED	Net 30	
Entered By		Salesperson	Ordered By	Resale Number	
Brett Gilbert		Brett Gilbert-Lorton			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	MISC SOI NFORCE REAR INTERIOR BAR RBA Warehouse: LORT Vin #: ENFWB003TF Ford Explorer/PI Utility w/o Option 76P (2020-21) Solid Rear (DRV) [T18][T18][T18][T18][T18][T18] (PAS) [RBA][RBA][RBA][RBA][RBA][RBA] DSC w/ Breakout Box (Included) (DRV) [A--][A--][A--][A--][A--][A--] (PAS) QE078353	676.2400	676.24
10	10	Y	EMPS2STS5RBW SOI MPOWER FASCIA 4"18-LED STUD MNT RED/BLUE/WHI Warehouse: LORT Vin #:	98.9500	989.50
2	2	Y	PMP2WSDDB SOI 4" MPOWER DUAL WINDOW SHROUD-BLACK Warehouse: LORT Vin #:	10.4500	20.90
2	2	Y	ENT2B3RBW SOI INTERSECTOR 18-LED UNDER MIRROR LIGHT R/B/W Warehouse: LORT Vin #:	135.0000	270.00
1	1	Y	ETHFSS-SP-ISO SOI SOLID STATE ISOLATED HEADLIGHT FLASHER Warehouse: LORT Vin #: NOTE --- NO FLASHER AVAILABLE FOR THE HIGH INTENSITY GAS DISCHARGE HEADKIGHTS. POSITIVE SIDE SWITCHING ONLY *****	37.0000	37.00

Print Date	03/31/21
Print Time	11:02:05 AM
Page No.	2

Printed By: Brett Gilbert

Continued on Next Page

# Sales Quote

DANA SAFETY SUPPLY, INC  
4809 KOGER BLVD  
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	384911
Customer No.	FORESTHGTS

Bill To
FOREST HEIGHTS POLICE DEPARTMENT 5508 ARAPAHOE DRIVE ATTN: CHIEF REASE FOREST HEIGHTS, MD 20745

Ship To
(For Pickup - LORT) Lorton, VA Warehouse 7337 LOCKPORT PLACE LORTON, VA22079

Contact: CHIEF ANTHONY N REASE  
Telephone: 301-839-4040  
E-mail: thoffmann@forestheightsmd.gov

Contact:  
Telephone:  
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
03/31/21	GROUND SHIPMENT		PPAY & ADD TO INVOICE	21 UTILITY UNMARKED	Net 30	
Entered By			Salesperson	Ordered By	Resale Number	
Brett Gilbert			Brett Gilbert-Lorton			
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	ETTFUT-16 SOI PLUG-IN TAILLIGHT FLASHER - 2016+ PIUT Warehouse: LORT Vin #:		63.8400	63.84
2	2	Y	EMPS2QMS5RBW SOI MPOWER FASCIA 4"18-LED QUICK MNT RED/BLUE/WE Warehouse: LORT Vin #:		98.9500	197.90
1	1	Y	C3RNRDC-60L-RWBW CODE 3 60"RUNNING BOARD,LEFT WIRE EXIT,DC,RWBW Warehouse: LORT Vin #:		250.0000	250.00
1	1	Y	C3RNRDC-60R-BWRW CODE 3 60" RUNNING BOARD,RIGHT WIRE EXIT,DC,BWRW Warehouse: LORT Vin #:		250.0000	250.00
1	1	Y	CC-20-UV10-L8 TROY CONSOLE Warehouse: LORT Vin #: 2020 FORD PIUV CONSOLE W/10" SLOPE AND 8" OF LEVEL COMES WITH RELOCATION FOR THE PARKING BRAKE AND OEM USB RELOCATION		320.4300	320.43
1	1	Y	AC-INBHG TRO 4" INTERNAL CONSOLE DUAL CUPHOLDER WITH FIN Warehouse: LORT Vin #: CUP HOLDERS HAVE RUBBER FINGERS REPLACES p/n # AC-INTBH WHICH IS NLA *****		34.1500	34.15

Print Date	03/31/21
Print Time	11:02:05 AM
Page No.	3

Printed By: Brett Gilbert

Continued on Next Page



# Sales Quote

DANA SAFETY SUPPLY, INC  
4809 KOGER BLVD  
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	384911
Customer No.	FORESTHGTS

Bill To
FOREST HEIGHTS POLICE DEPARTMENT 5508 ARAPAHOE DRIVE ATTN: CHIEF REASE FOREST HEIGHTS, MD 20745

Ship To
(For Pickup - LORT) Lorton, VA Warehouse 7337 LOCKPORT PLACE LORTON, VA22079

Contact: CHIEF ANTHONY N REASE  
Telephone: 301-839-4040  
E-mail: thoffmann@forestheightsmd.gov

Contact:  
Telephone:  
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
03/31/21	GROUND SHIPMENT		PPAY & ADD TO INVOICE	21 UTILITY UNMARKED	Net 30	
Entered By			Salesperson	Ordered By	Resale Number	
Brett Gilbert			Brett Gilbert-Lorton			
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	AC-MIC-Z-FPI TROY HEIGHT ADJUSTABLE MIC CLIP Warehouse: LORT Vin #:		16.7600	16.76
1	1	Y	AC-TB-ARMMNT-58 TROY bolt to back of consoles Warehouse: LORT Vin #:		114.0000	114.00
1	1	Y	MISC TROY COMPUTER MOUNT Warehouse: LORT Vin #:		344.6500	344.65
1	1	Y	CM-HD-SDLK-LED FP-SO380R TROY FACEPLATE BLANK Warehouse: LORT Vin #:		0.0000	0.00
1	1	Y	FP-SGTRAY TROY 4IN CONSOLE TRAY Warehouse: LORT Vin #:		26.0800	26.08
1	1	Y	FP-AP12-3 TROY 3 DC OUTLET FACE PLATE 2" Warehouse: LORT Vin #:		0.0000	0.00
3	3	Y	L3-AP1SET TROY 12 VDC OUTLET W/ BLACK CAP COVER Warehouse: LORT Vin #:		8.0200	24.06

Print Date	03/31/21
Print Time	11:02:05 AM
Page No.	4

Printed By: Brett Gilbert

Continued on Next Page

# Sales Quote

DANA SAFETY SUPPLY, INC  
4809 KOGER BLVD  
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	384911
Customer No.	FORESTHGTS

Bill To
FOREST HEIGHTS POLICE DEPARTMENT 5508 ARAPAHOE DRIVE ATTN: CHIEF REASE FOREST HEIGHTS, MD 20745

Ship To
(For Pickup - LORT) Lorton, VA Warehouse 7337 LOCKPORT PLACE LORTON, VA22079

Contact: CHIEF ANTHONY N REASE  
Telephone: 301-839-4040  
E-mail: thoffmann@forestheightsmd.gov

Contact:  
Telephone:  
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
03/31/21	GROUND SHIPMENT		PPAY & ADD TO INVOICE	21 UTILITY UNMARKED	Net 30	
Entered By			Salesperson	Ordered By	Resale Number	
Brett Gilbert			Brett Gilbert-Lorton			
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	FP-MXTL2500 TRO 3 FACEPLATE FOR MOTAROLA RADIO (REMOTE) Warehouse: LORT Vin #:		0.0000	0.00
1	1	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: LORT Vin #: LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****		125.0000	125.00
1	1	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: LORT Vin #:		2,200.0000	2,200.00
<div>Approved By: _____</div> <div><input type="checkbox"/> Approve All Items &amp; Quantities</div> <div>Quote Good for 30 Days</div>						

Print Date	03/31/21
Print Time	11:02:05 AM
Page No.	5

Printed By: Brett Gilbert

Subtotal	8,363.16
Freight	0.00
Order Total	8,363.16

# Sales Quote

DANA SAFETY SUPPLY, INC  
4809 KOGER BLVD  
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	384897-A
Customer No.	FORESTHTGTS

Bill To
FOREST HEIGHTS POLICE DEPARTMENT 5508 ARAPAHOE DRIVE ATTN: CHIEF REASE FOREST HEIGHTS, MD 20745

Ship To
(For Pickup - LORT) Lorton, VA Warehouse 7337 LOCKPORT PLACE LORTON, VA22079

Contact: CHIEF ANTHONY N REASE  
Telephone: 301-839-4040  
E-mail: thoffmann@forestheightsmd.gov

Contact:  
Telephone:  
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method
03/31/21	GROUND SHIPMENT		PPAY & ADD TO INVOICE	21 UTILITY MARKED	Net 30
Entered By		Salesperson		Ordered By	Resale Number
Brett Gilbert		Brett Gilbert-Lorton			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	ENGKTGD001 SOI BLUEPrint "Gold Package" Control System Warehouse: LORT Vin #:  bluePRINT® Control System - Gold Package contains: - 2 ea ETSS100N Speakers - 2 ea ENGND04101 Remote Nodes - 1 ea ENGCC01241 Central Controller - 1 ea ENGSA07152 Siren 480 series 200w amp - 1 ea ENGCP18002 Control Panel - 2 ea ENGHNK02 Remote Node Hamess - 1 ea ENGHNK01 Central control Harness	1,303.2400	1,303.24
1	1	Y	ENGLNK002 SOI BLUEPRINT LINK FOR 15-18 F-150, 16-18 PIUT Warehouse: LORT Vin #:	224.3500	224.35
1	1	Y	MISC SOI NFORCE TRICOLOR LIGHTBAR Warehouse: LORT Vin #:  ENFLB004XF-0AS QE075546	1,983.0000	1,983.00
1	1	Y	MISC SOI NFORCE TRICOLOR REAR INT. BAR Warehouse: LORT Vin #:  EFWB001AB  QE075546	676.2400	676.24

Print Date	03/31/21
Print Time	11:05:10 AM
Page No.	1

Printed By: Brett Gilbert

Continued on Next Page

# Sales Quote

DANA SAFETY SUPPLY, INC  
4809 KOGER BLVD  
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	384897-A
Customer No.	FORESTHGTS

Bill To
FOREST HEIGHTS POLICE DEPARTMENT 5508 ARAPAHOE DRIVE ATTN: CHIEF REASE FOREST HEIGHTS, MD 20745

Ship To
(For Pickup - LORT) Lorton, VA Warehouse 7337 LOCKPORT PLACE LORTON, VA22079

Contact: CHIEF ANTHONY N REASE  
Telephone: 301-839-4040  
E-mail: thoffmann@forestheightsmd.gov

Contact:  
Telephone:  
E-mail:

Quote Date	Ship Via		F.O.B.		Customer PO Number	Payment Method	
03/31/21	GROUND SHIPMENT		PPAY & ADD TO INVOICE		21 UTILITY MARKED	Net 30	
Entered By			Salesperson		Ordered By		Resale Number
Brett Gilbert			Brett Gilbert-Lorton				
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
10	10	Y	EMPS2STS5RBW SOI MPOWER FASCIA 4"18-LED STUD MNT RED/BLUE/WHI Warehouse: LORT Vin #:			98.9500	989.50
			4 GRILL 2 FOG 4 CARGO				
2	2	Y	PMP2WSDDDB SOI 4" MPOWER DUAL WINDOW SHROUD-BLACK Warehouse: LORT Vin #:			10.4500	20.90
2	2	Y	ENT2B3RBW SOI INTERSECTOR 18-LED UNDER MIRROR LIGHT R/B/W Warehouse: LORT Vin #:			135.0000	270.00
1	1	Y	ETTFUT-16 SOI PLUG-IN TAILLIGHT FLASHER - 2016+ PIUT Warehouse: LORT Vin #:			63.8400	63.84
2	2	Y	EMPS2QMS5RBW SOI MPOWER FASCIA 4"18-LED QUICK MNT RED/BLUE/WE Warehouse: LORT Vin #:  TAG LIGHTS			98.9500	197.90

Print Date	03/31/21
Print Time	11:05:10 AM
Page No.	2

Printed By: Brett Gilbert

Continued on Next Page

# Sales Quote

DANA SAFETY SUPPLY, INC  
4809 KOGER BLVD  
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	384897-A
Customer No.	FORESTHGTS

Bill To
FOREST HEIGHTS POLICE DEPARTMENT 5508 ARAPAHOE DRIVE ATTN: CHIEF REASE FOREST HEIGHTS, MD 20745

Ship To
(For Pickup - LORT) Lorton, VA Warehouse 7337 LOCKPORT PLACE LORTON, VA22079

Contact: CHIEF ANTHONY N REASE  
Telephone: 301-839-4040  
E-mail: thoffmann@forestheightsmd.gov

Contact:  
Telephone:  
E-mail:

E-mail: thornham@roctec.org.uk									
Quote Date	Ship Via		F.O.B.		Customer PO Number		Payment Method		
03/31/21	GROUND SHIPMENT		PPAY & ADD TO INVOICE		21 UTILITY MARKED		Net 30		
Entered By			Salesperson		Ordered By		Resale Number		
Brett Gilbert			Brett Gilbert-Lorton						
Order Quantity	Approve Quantity	Tax	Item Number / Description				Unit Price	Extended Price	
1	1	Y	ETHFSS-SP-ISO SOI SOLID STATE ISOLATED HEADLIGHT FLASHER Warehouse: LORT Vin #: NOTE --- NO FLASHER AVAILABLE FOR THE HIGH INTENSITY GAS DISCHARGE HEADKIGHTS. POSITIVE SIDE SWITCHING ONLY *****				37.0000	37.00	
1	1	Y	C3RNRDC-60R-BWRW CODE 3 60" RUNNING BOARD,RIGHT WIRE EXIT,DC,BWRW Warehouse: LORT Vin #:				250.0000	250.00	
1	1	Y	C3RNRDC-60L-RWBW CODE 3 60"RUNNING BOARD,LEFT WIRE EXIT,DC,RWBW Warehouse: LORT Vin #:				250.0000	250.00	
1	1	Y	PS-20-UV-OS-R TRO REAR BARRIER, OSB, PL SEAT Warehouse: LORT Vin #:				1,177.4100	1,177.41	
1	1	Y	TP-E-SF1-US-SS TROY US size Recessed Panel; Straight-Frame Space-Make Warehouse: LORT Vin #:				609.8200	609.82	
1	1	Y	SAB-20-FDUV-BB TROY PARTITION MOUNT KIT BIG BOY Warehouse: LORT Vin #:				0.0000	0.00	
1	1	Y	KP-20-FDUV-SS TRO TROY KICK PANELS Warehouse: LORT Vin #:				121.7100	121.71	

Print Date	03/31/21
Print Time	11:05:10 AM
Page No.	3

Printed By: Brett Gilbert

Continued on Next Page

# Sales Quote

DANA SAFETY SUPPLY, INC  
4809 KOGER BLVD  
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	384897-A
Customer No.	FORESTHGTS

Bill To
FOREST HEIGHTS POLICE DEPARTMENT 5508 ARAPAHOE DRIVE ATTN: CHIEF REASE FOREST HEIGHTS, MD 20745

Ship To
(For Pickup - LORT) Lorton, VA Warehouse 7337 LOCKPORT PLACE LORTON, VA22079

Contact: CHIEF ANTHONY N REASE  
Telephone: 301-839-4040  
E-mail: thoffinann@forestheightsmd.gov

Contact:  
Telephone:  
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
03/31/21	GROUND SHIPMENT		PPAY & ADD TO INVOICE	21 UTILITY MARKED	Net 30	
Entered By			Salesperson	Ordered By	Resale Number	
Brett Gilbert			Brett Gilbert-Lorton			
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	WG-20-FDUV-SET TROY WINDOW BARS GAURDS Warehouse: LORT Vin #:		182.6600	182.66
1	1	Y	WG-20-FDUV-SET DP-UV20-SET TRO TROY DOOR PANELS Warehouse: LORT Vin #:		185.6700	185.67
1	1	Y	CC-20-UV10-L8 TROY CONSOLE Warehouse: LORT Vin #:		320.4300	320.43
1	1	Y	2020 FORD PIUV CONSOLE W/10" SLOPE AND 8" OF LEVEL COMES WITH RELOCATION FOR THE PARKING BRAKE AND OEM USB RELOCATION AC-INBHG TRO 4" INTERNAL CONSOLE DUAL CUPHOLDER WITH FIN Warehouse: LORT Vin #:		34.1500	34.15
1	1	Y	CUP HOLDERS HAVE RUBBER FINGERS REPLACES p/n # AC-INTBH WHICH IS NLA ***** AC-MIC-Z-FPI TROY HEIGHT ADJUSTABLE MIC CLIP Warehouse: LORT Vin #:		16.7600	16.76

Print Date	03/31/21
Print Time	11:05:10 AM
Page No.	4

Printed By: Brett Gilbert

Continued on Next Page

# Sales Quote

DANA SAFETY SUPPLY, INC  
4809 KOGER BLVD  
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	384897-A
Customer No.	FORESTHGTS

Bill To
FOREST HEIGHTS POLICE DEPARTMENT 5508 ARAPAHOE DRIVE ATTN: CHIEF REASE FOREST HEIGHTS, MD 20745

Ship To
(For Pickup - LORT) Lorton, VA Warehouse 7337 LOCKPORT PLACE LORTON, VA22079

Contact: CHIEF ANTHONY N REASE  
Telephone: 301-839-4040  
E-mail: thoffmann@forestheightsmd.gov

Contact:  
Telephone:  
E-mail:

Quote Date	Ship Via		F.O.B.		Customer PO Number	Payment Method	
03/31/21	GROUND SHIPMENT		PPAY & ADD TO INVOICE		21 UTILITY MARKED	Net 30	
Entered By			Salesperson		Ordered By		Resale Number
Brett Gilbert			Brett Gilbert-Lorton				
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	AC-PENPRTR-CC TROY HEIGHT ADJUSTABLE PRINTER ARM REST Warehouse: LORT      Vin #:			263.3000	263.30
1	1	Y	MISC TROY COMPUTER MOUNT Warehouse: LORT      Vin #:			344.6500	344.65
1	1	Y	CM-HD-SDLK-LED FP-SO380R TROY FACEPLATE BLANK Warehouse: LORT      Vin #:			0.0000	0.00
1	1	Y	FP-SGTRAY TROY 4IN CONSOLE TRAY Warehouse: LORT      Vin #:			26.0800	26.08
1	1	Y	FP-API2-3 TROY 3 DC OUTLET FACE PLATE 2" Warehouse: LORT      Vin #:			0.0000	0.00
3	3	Y	L3-APISET TROY 12 VDC OUTLET W/ BLACK CAP COVER Warehouse: LORT      Vin #:			8.0200	24.06
1	1	Y	FP-MXTL2500 TRO 3 FACEPLATE FOR MOTAROLA RADIO (REMOTE) Warehouse: LORT      Vin #:			0.0000	0.00

Print Date	03/31/21
Print Time	11:05:10 AM
Page No.	5

Printed By: Brett Gilbert

Continued on Next Page

# Sales Quote

DANA SAFETY SUPPLY, INC  
4809 KOGER BLVD  
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	384897-A
Customer No.	FORESTHTGTS

Bill To
FOREST HEIGHTS POLICE DEPARTMENT 5508 ARAPAHOE DRIVE ATTN: CHIEF REASE FOREST HEIGHTS, MD 20745

Ship To
(For Pickup - LORT) Lorton, VA Warehouse 7337 LOCKPORT PLACE LORTON, VA22079

Contact: CHIEF ANTHONY N REASE  
Telephone: 301-839-4040  
E-mail: thoffmann@forestheightsmd.gov

Contact:  
Telephone:  
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
03/31/21	GROUND SHIPMENT		PPAY & ADD TO INVOICE	21 UTILITY MARKED	Net 30	
Entered By		Salesperson		Ordered By	Resale Number	
Brett Gilbert		Brett Gilbert-Lorton				
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	LPS-103 HAV POWER SUPPLY 120W 72" INPUT Warehouse: LORT Vin #:		127.2200	127.22
1	1	Y	DS-PAN-1112-2 HAV Docking Station with Dual Pass-Through Antenna Warehouse: LORT Vin #: Docking Station with Dual Pass-Through Antenna connection for Panasonic Toughbook 33, 2-in-1 Laptop with Power Supply		899.9500	899.95
1	1	Y	MISC HONEYWELL VEQUEST 3320G COMPACT AREA IMAGING SCANNER Warehouse: LORT Vin #:		250.0000	250.00
1	1	Y	PJ723 BROT POCKET JET 7 THERMAL PRINTER - 300dpi Warehouse: LORT Vin #: REQUIRES USB CABLE & 12 VDC POWER CABLE SOLD SEPERATELY *****		330.0700	330.07
1	1	Y	LB3603 BROT 10" USB CABLE --- USB --- MINI5B/USB-A CONNECTC Warehouse: LORT Vin #: CABLE ONLY *****		10.1300	10.13
1	1	Y	LB3692 BROT 14' DIRECT WIRE 12 VDC POWER CORD Warehouse: LORT Vin #:		18.1900	18.19

Print Date	03/31/21
Print Time	11:05:10 AM
Page No.	6

Printed By: Brett Gilbert

Continued on Next Page



# Sales Quote

DANA SAFETY SUPPLY, INC  
4809 KOGER BLVD  
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	384897-A
Customer No.	FORESTHGTS

Bill To
FOREST HEIGHTS POLICE DEPARTMENT 5508 ARAPAHOE DRIVE ATTN: CHIEF REASE FOREST HEIGHTS, MD 20745

Ship To
(For Pickup - LORT) Lorton, VA Warehouse 7337 LOCKPORT PLACE LORTON, VA22079

Contact: CHIEF ANTHONY N REASE  
Telephone: 301-839-4040  
E-mail: thoffmann@forestheightsmd.gov

Contact:  
Telephone:  
E-mail:

Quote Date	Ship Via		F.O.B.		Customer PO Number	Payment Method	
03/31/21	GROUND SHIPMENT		PPAY & ADD TO INVOICE		21 UTILITY MARKED	Net 30	
Entered By			Salesperson		Ordered By		Resale Number
Brett Gilbert			Brett Gilbert-Lorton				
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: LORT Vin #: LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****			125.0000	125.00
1	1	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: LORT Vin #:  Approved By: _____ <input type="checkbox"/> Approve All Items & Quantities Quote Good for 30 Days			2,200.0000	2,200.00

Print Date	03/31/21
Print Time	11:05:10 AM
Page No.	7

Printed By: Brett Gilbert

Subtotal	13,533.23
Freight	0.00
Order Total	13,533.23

911Leasing.com  
432A Frye Farm Road  
Greensburg, PA 15601



Phone: (800) 214-4606  
Fax: (724) 238-3133  
[Sales@911Leasing.com](mailto:Sales@911Leasing.com)

---

---

## Financing Proposal for Forest Heights

April 1, 2021

REF: 4.1.FORESTHEIGHTS

From: Irma Charney  
Vice President  
911Leasing.com  
432A Frye Farm Road  
Greensburg, PA 15601

### Financing for (3) 2021 Ford Interceptors w/ up-fit

Pricing \$206,245.32

	TERM	RATE	PAYMENTS	
1.	5 Years	3.37%	5 Annual Payments @ \$ 41,293.05	Due Starting April 1, 2022
2.	5 Years	3.37%	5 Annual Payments @ \$ 45,349.84	Due Starting December 1, 2021

OPTION #1 REQUIRES 10% DOWN (\$20,624.53) WITH SIGNED DOCUMENTATION, FINANCING AMOUNT AFTER 10% DOWN IS \$185,620.79

As you review our quote, please note the following points:

- This is a proposal. Final terms are subject to credit review and your acceptance.
- The expiration date is the date by which we must receive executed financing documents. It is not the date by which you agree to the terms. **This quote expires 15 days from proposal date.**
- Should we proceed with this transaction, you would have the title to the equipment from the beginning. There would, however, be a lien on the equipment until the obligation is paid.
- **Documentation Fee of \$279.00 due with signed contracts**
- This transaction must be designated as a Tax-Exempt under section 103 of the Internal Revenue Code of 1986 as amended.

Accepted By: _____ / _____ Title _____ Date _____
---

"Specialists in Fire, Public Safety & Education Equipment Financing Since 1986"

THE TOWN OF FOREST HEIGHTS  
RESOLUTION 18-21

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOREST  
HEIGHTS APPOINTING COUNCIL COMMITTEES AND CHAIRS**

Introduced By: Mayor Habeeb-Ullah Muhammad

**WHEREAS**, pursuant to Section 21.1 of the Town Ordinance Code, within thirty days of taking office, the Mayor shall establish, at a minimum, four (4) standing oversight committees to include, Ways and Means, Finance, Public Works and Sanitation, and Public Safety, and shall appoint chairs with the approval of the full Council from among the sitting councilpersons to each of these committees, and these Council committees shall provide oversight of an advisory nature in their respective areas, and

**WHEREAS**, Subsection 21.1.I of the Town Ordinance Code, further states that the Mayor shall assign one member of the Town Council to serve as Council liaison to the various boards, committees and other bodies, and the Council liaison shall advise the body on issues or on the procedure for bringing matters to Council and shall attend meetings of the body on occasion, if needed and when scheduling allows.

**NOW THEREFORE BE IT RESOLVED**, that the Town Council hereby approves and ratifies the Mayor's appointments as stated in an Email entitled "Committee Appointments in accordance with FH Ordinance Article 21" and dated April 13, 2020, which is attached hereto and incorporated by reference herein.

**BE IT FURTHER RESOLVED** that this Resolution shall take effect immediately upon its passage.

PASSED this 21<sup>st</sup> day of April 2021.

**APPROVED:** By Resolution of the Town Council of The Town of Forest Heights, Maryland

<u>ROLL CALL VOTE</u>	<u>YEA/NAY/ABSTAIN/ABSENT</u>
MUHAMMAD	_____
KENNEDY II	_____
NOBLE	_____
BARNES	_____
HINES	_____
WASHINGTON	_____
ATKINSON	_____

THE TOWN OF FOREST HEIGHTS  
RESOLUTION 18-21

I HEREBY CERTIFY that the above Resolution No. 18-21 was passed by the required yea and nay vote of the Mayor and Council of Forest Heights on the 21<sup>st</sup> day of April 2021.

ATTEST:

THE MAYOR AND COUNCIL OF THE  
TOWN OF FOREST HEIGHTS, MARYLAND

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

By: \_\_\_\_\_  
Habeeb-Ullah Muhammad, Mayor

By: \_\_\_\_\_  
Calvin Washington, Council President

CERTIFICATION

I, hereby certify, as the duly appointed Town Clerk of the Town of Forest Heights, Maryland, that on the 21<sup>st</sup> day of April 2021 with \_\_\_\_ Aye votes and \_\_\_\_ Nay votes the aforesaid Resolution 18-21 passed.

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk



# *Town of Forest Heights*

5508 ARAPAHOE DRIVE  
FOREST HEIGHTS, MARYLAND 20745-1998  
(301) 839-1030 Fax (301) 839-9236

Habeeb-Ullah Muhammad  
*Mayor*

## MEMORANDUM

**Date:** April 15th, 2021  
**To:** All Council Members

**Subject:** Committee Appointments in accordance with FH Ordinance Article 21(A)

I, Mayor Habeeb-Ullah Muhammad have assigned Council Chair and Council Liaison for various committees. The following assignments have been made.

Assignment for standing committees as well as Council Liaison for subcommittees are listed below, it is my hope that the Council Liaison will work to recruit and include resident participation in all sub committees. Council members assigned as liaison will provide oversight of an advisory nature to the committee members and report to the entire council.

**Ways and Means Committee** – Chair, Councilperson Paula Noble Committee member Mayor Habeeb-Ullah Muhammad, Town Administrator Linwood Robinson.

**Finance Advisory Committee** – Chair, Councilperson Calvin Washington, Committee members Councilperson Taunya Hines and Clifton Atkinson

**Public Works and Sanitation Advisory Council** – Chair Councilman Jonathon Kennedy II, Committee members Paula Noble, Taunya Hines and Robert Barnes

**Public Safety Advisory Council** – Chair, Calvin Washington, Committee members Clifton Atkinson and Robert Barnes

- Neighborhood Watch -- Council Liaison, Councilperson Clifton Atkinson
- Community Surveillance Cameras -- Council Liaison, Councilperson Jonathon Kennedy, II
- New Sidewalk Projects – Council Liaison, Robert Barnes
- Street Lighting – Council Liaison, Councilperson, Jonathon Kennedy II, Committee members Robert Barnes, Taunya Hines and Clifton Atkinson
- Police Department – Council Liaison, Councilperson Calvin Washington
- Emergency Preparedness (COOP) Chief Rease, Councilperson Calvin Washington and Town Administrator Linwood Robinson

**Sustainability Plan Committee** – Councilperson Clifton Atkinson, Robert Barnes and Town Administrator Linwood Robinson

- **Annexation Planning Committee** –Chair, Mayor Habeeb-Ullah Muhammad and Councilperson Calvin Washington, Paula Noble and Town Administrator Linwood Robinson
- **Economic Development** - Mayor Habeeb-Ullah Muhammad and Town Administrator Linwood Robinson
- **Housing and Community Needs** – Councilperson Taunya Hines and Clifton Atkinson
- **Beautification and Appearance Committee**- All Councilpersons for his and her Ward

**Plus 60 Committee** - Council Liaison, Councilperson Taunya Hines

**Communication Committee**-Council Liaison, Councilperson Jonathon Kennedy II, Paula Noble and Robert Barnes

- **Forest Heights Day Committee**- Council Liaison, Jonathon Kennedy II, Committee Members Taunya Hines and Clifton Atkinson

The Town has several committees and Town Council will need to seek interested citizens to become active with our boards.

- **Annexation:** Committee will attend meetings scheduled by the Prince Georges County Planning Committee (Forest Heights/Eastover/Glass Manor) and provide a report back to the Town Council and citizens. The Committee will also provide a feasibility report to the Mayor and Town Council on the prospect of annexation of any surrounding property.
- **Beautification and Appearance Committee:** The Town of Forest Heights Beautification and Appearance Committee shall advise and assist the Town Council by identifying, recommending, developing programs and projects to improve community appearance, including, but not limited to, identification of appearance problems, preparing plans to improve community appearance, recommending policies, programs, projects, seeking grant opportunities and coordinating volunteer beautification projects.
- **Emergency Preparedness Committee:** The Town of Forest Heights Committee helps to develop policies and procedures and makes recommendations to Town Council.
- **Public Works and Sanitation Advisory Committee:** The Town of Forest Heights Public Works and Sanitation Advisory Council and the Stormwater Drainage Upgrade Committee shall advise and assist the Town Council in the planning and development of a stormwater management infrastructure for the

town, including the need for and financing of new and renovated infrastructure and the development of or revisions of service policies.

- **Safety Advisory Council:** The Town of Forest Heights Public Safety Council shall advise and assist the Town Council in the identification of needs, problems, and proposed solutions related to crime prevention, streets and sidewalk improvement, recommendation for location and development of policy and procedures for the Community Surveillance Cameras, maintenance of street lighting, and community police relationship.
- **Economic Development Committee:** The Town of Forest Heights Economic Development Committee shall advise and assist the Town Council in identifying and recommending ways to improve the availability of business services for residents and visitors. The committee is also to develop strategies for business development, encouraging the establishment of new service businesses, as well as setting, designing, and developing ways to support our business district.
- **Plus 60 Committee:** The Plus 60 Committee will continue to plan events and activities that are targeted towards and work to identify ways to address the needs of the seniors of our Town, to seek grant opportunities and services that will help promote a good quality living for our seniors.
- **Neighborhood Watch Committee:** The Neighborhood Watch Committee (NWC) is responsible for working with local law enforcement and residents of the community to develop and maintain a program of activities that have the goal of increasing the safety and comfort of all residents while minimizing unsafe activities in the community.
- **Sustainability Plan Committee:** The Sustainability Plan Committee will work with the Town to develop the Sustainability Plan. The Committees will meet regularly, to provide the Town with thoughtful and informed guidance, input and feedback throughout the planning process. Additionally, members of the Sustainability Plan Committee will work to encourage others to become involved in the process to develop the Sustainability Plan. The Sustainability Plan Committee will have meetings scheduled throughout the duration of the Sustainability Planning Process. The Committee may consist of employees, technical experts, key business and community stake holders representing higher education, non-profit organizations and state and local agencies

Council Committee Chairs and Liaisons are encouraged to seek citizen participation in each of the committees. Anyone interested in serving on any of the committees are requested to complete an application. Appointments will be approved by the Mayor and Council.

**MAYOR AND COUNCIL  
THE TOWN OF FOREST HEIGHTS**

**ORDINANCE NO. 01-21**

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF FOREST HEIGHTS, MARYLAND READOPTING AND AMENDING ARTICLE 20 (FINANCIAL MANAGEMENT AND INTERNAL CONTROLS), SECTION 20.4 (PROCEDURES) OF THE ORDINANCE CODE OF THE TOWN OF FOREST HEIGHTS TO CHANGE THE THRESHOLD AMOUNT FOR SMALL PURCHASES FROM \$1,000 TO \$5,000 THEREBY AUTHORIZING THE MAYOR TO MAKE SMALL PURCHASES UP TO \$5,000 WITHOUT PRIOR APPROVAL BY THE COUNCIL, AND GENERALLY RELATING TO PROCUREMENT PROCEDURES.**

Introduced By: Councilmember Taunya Hines, Ward 3

**WHEREAS**, the Town of Forest Heights (the "Town") is a municipal corporation of the State of Maryland expressly authorized by Maryland Code Annotated, LG Art., § 5-205(b)(1) to expend any municipal funds for any purpose deemed to be public and to affect the safety, health, and general welfare of the municipality and its occupants; and

**WHEREAS**, the Mayor and Council is further authorized by Section 33-63 of its Charter to make purchases and contracts for the Town government; and

**WHEREAS**, said Section 33-63 of the Charter permits the Mayor and Council of the Town, by ordinance, to establish rules and regulations for competitive bidding and contracting for all Town purchases and contracts; and

**WHEREAS**, the Mayor and Council passed an emergency ordinance in December 2010 thereby amending the Town's purchasing and contracting ordinance, as set forth in Article 20 (Financial Management and Internal Controls), Section 20.4 (Procedures) of the Town Code, to conform it to the past practices of the Town administration, and thereby delegate certain procurement responsibilities to the Mayor in order to make small purchases not exceeding \$1,000 and to streamline the ability of the Mayor and the Town Administration, without further pre-approval from Council, to make necessary repairs, acquisitions and purchases particularly for certain unforeseen purchases or services that may arise from time to time; and

**WHEREAS**, the Mayor and Council passed Emergency Ordinance No. 04-11 in July of 2011 thereby again amending the Town's purchasing and contracting ordinance provisions to allow the Mayor to make emergency purchases or procurements for certain projects, services or goods that do not exceed \$10,000 in value, without competitive bidding at the discretion of the Mayor, provided that said purchases are deemed necessary to address an emergency situation or

---

CAPITALS

[Brackets]

Asterisks \* \* \*

:Indicate matter to be added to existing law

:Indicate matter to be deleted from existing law

:Indicate that text is retained from existing law but omitted herein.



**MAYOR AND COUNCIL  
THE TOWN OF FOREST HEIGHTS**

**ORDINANCE NO. 01-21**

otherwise protect against an imminent threat to the health, welfare and safety of the residents or the public; and

**WHEREAS**, the Mayor and Council hereby finds it to be in the best interest of the Town to further amend the Town's purchasing and contracting ordinance provisions to increase the monetary threshold for small purchases made without Council pre-approval.

**Section 1.**

**NOW THEREFORE, BE IT ORDAINED AND ENACTED BY THE MAYOR AND COUNCIL OF FOREST HEIGHTS**, that Article 20 (Financial Management and Internal Controls), Section 20.4 (Procedures) of the Code of Ordinances of the Town of Forest Heights is hereby amended, or readopted as written below and shall henceforth read as follows:

\* \* \*

Article 20 – FINANCIAL MANAGEMENT AND INTERNAL CONTROLS

\* \* \*

**Section 20.4: Procedures**

(a) Procurement. In addition to meeting all of the relevant Charter and state law provision requirements, the procedures for the procurement of services and goods (including related parts and equipment) and the disposal of surplus property shall be as follows:

(1) Except for emergency certifications, all procurement requests shall be pre-certified prior to purchase by the Mayor or Town Treasurer using the financial form approved by the Council for this purpose (i.e., Check and Credit Card Requisition Form). The purpose of the certification is to verify whether the funds have been appropriated in the budget, that the line item contains adequate funds, and to ensure that the purchase is to be made pursuant to a valid and approved contract. Certification is the process whereby the Mayor or Treasurer officially signifies that funding has been lawfully appropriated by budget and the purchase has been properly approved by the Council or in the case of small or emergency purchases, the Mayor. Certification is not synonymous with approval of the specific purchase or procurement by the Council or the Mayor.

\* \* \*

---

CAPITALS

[Brackets]

Asterisks \* \* \*

:Indicate matter to be added to existing law

:Indicate matter to be deleted from existing law

:Indicate that text is retained from existing law but omitted herein.

**MAYOR AND COUNCIL  
THE TOWN OF FOREST HEIGHTS**

**ORDINANCE NO. 01-21**

(5) Procurement of an item valued in excess of \$1,000 but less than \$10,000 shall require quotes, bids or proposals from three different vendors. Items valued at \$1,000 or less may be purchased without obtaining multiple bids, quotes or proposals.

- (I.) Small purchases. Except as otherwise stated hereinbelow for emergency purchases, all purchases and contracts made under this subsection less than ~~[\$1,000]~~ \$5,000 in consideration are hereby preapproved by the Council and if previously appropriated in the budget may be made or entered into solely by the Mayor without further Council approval.
- (II.) Emergency purchases. All emergency purchases and contracts made under this subsection less than \$10,000 in consideration are hereby preapproved by the Council. The Mayor without prior specific consent or further approval of the Council, but with the written consent of at least two other Council members, may enter into contracts or make purchases not exceeding \$10,000 in value for emergency purposes in order to protect the residents from imminent threat of harm or injury, to protect the health, safety and welfare of the general public from imminent harm, or to prevent the imminent permanent, and substantial loss or damage to Town property.
- (III.) When making emergency purchases under this subsection, the Mayor may exempt said purchase of a good or service from the competitive selection processes but shall provide a report at the next meeting of the Council as to the reasonableness under the circumstances of the sole-source procurement utilized by the Mayor and staff.
- (IV.) The Mayor shall ensure that all purchases made pursuant to this subsection are certified as stated in Subsection (a)(1) and (7) of this section and shall report said purchases and contracts made on a monthly basis to the Council.
- (V.) Except as otherwise provided during a declared state of emergency pursuant to state law or Town ordinance, the Council may suspend the delegation of purchasing and contracting authority bestowed on the Mayor by this subsection by simple resolution of the Council entered into the journal or meeting minutes. The Council may further require by simple resolution that the Council President, the Finance Committee Chair or an appointed official shall co-sign all written contracts or approve in writing all oral agreements authorized under this subsection.

\* \* \*

**Section 2.**

---

CAPITALS

[Brackets]

Asterisks \* \* \*

:Indicate matter to be added to existing law

:Indicate matter to be deleted from existing law

:Indicate that text is retained from existing law but omitted herein.

**MAYOR AND COUNCIL  
THE TOWN OF FOREST HEIGHTS**

**ORDINANCE NO. 01-21**

**AND BE IT FURTHER ORDAINED AND ENACTED**, that if any section or part of a section of this Ordinance shall be held invalid by a court of competent jurisdiction, such holding shall not affect the remainder of this Ordinance nor the context in which such section or part of section so held invalid shall appear, except to the extent that an entire section or part of section may be inseparably connected in meaning and effect with the section or part of section to which such holding shall directly apply.

**Section 3.**

**AND BE IT FURTHER ORDAINED AND ENACTED**, that any prior ordinances adopting and enacting any substantially similar provision of this newly enacted or amended Article 20 of said Ordinance Code, or any other ordinance or resolution previously adopted pertaining to a subject or subjects embodied by the title of this Ordinance or the provisions found herein shall be deemed repealed and superseded by the provisions of this Ordinance, and should a previously enacted ordinance cover a provision or subject that is not specifically covered by this Ordinance, it shall remain in full force and effect unless it directly conflicts with the express language of this Ordinance.

**Section 4.**

**AND BE IT FURTHER ORDAINED AND ENACTED**, that this Ordinance shall take effect thirty (30) calendar days following adoption by the Town Council, having been passed by the required yea and nay votes of the Mayor and Council of the Town of Forest Heights.

**Section 5.**

**AND BE IT FURTHER ORDAINED AND ENACTED**, that subject to the publication of such change or correction posted no less than thirty (30) days in a conspicuous place in the Municipal Building, the Town Clerk shall be authorized to correct any non-substantive or typographical errors in this or any other ordinance passed by the Council including but not limited to errors in spelling, or the proper sequence or numbering of the sections or articles contained herein that are to be codified in the Town's Ordinance Code or in any other ordinance subsequently or previously passed by the Council, but this Section shall not be construed to authorize the Town Clerk to revise the latest version of the duly enacted Ordinance Code with any newly adopted provision, language, section or correction having substance, such that said amendments would have the force of law, without approval of the Council by ordinance.

**Section 6.**

---

CAPITALS

[Brackets]

Asterisks \* \* \*

:Indicate matter to be added to existing law

:Indicate matter to be deleted from existing law

:Indicate that text is retained from existing law but omitted herein.

**MAYOR AND COUNCIL  
THE TOWN OF FOREST HEIGHTS**

**ORDINANCE NO. 01-21**

**AND BE IT FURTHER ORDAINED AND ENACTED**, that upon passage, the Town Clerk, or in her absence, the Town Administrator shall cause to be published a summary of this Ordinance at least twice in the town newsletter or a newspaper having general circulation within the Town of Forest Heights.

**HAVING BEEN INTRODUCED AND HAVING BEEN READ**, as an ordinance and passed by a ye and nay vote of the Mayor and Council of the Town of Forest Heights with the affirmative votes of at least four (4) of the members of the legislative body including the Mayor as indicated below at a Public Meeting of The Mayor and Council of the Town of Forest Heights held on this \_\_\_\_ day of \_\_\_\_\_, 2021, at \_\_\_\_\_ o'clock \_\_.m., in the Municipal Building in Forest Heights, Maryland.

<u>ROLL CALL VOTE</u>	<u>YEA/NAY/ABSTAIN/ABSENT</u>
MUHAMMAD	_____
BARNES	_____
HINES	_____
KENNEDY	_____
ATKINSON	_____
NOBLE	_____
WASHINGTON	_____

**I HEREBY CERTIFY** that the above Ordinance No. \_\_-21 was passed by the required ye and nay vote of the Mayor and Council of the Town of Forest Heights on the \_\_\_\_ day of \_\_\_\_\_ 2021.

ATTEST:

THE TOWN OF FOREST HEIGHTS

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

By: \_\_\_\_\_  
Habeeb-Ullah Muhammad, Mayor

By: \_\_\_\_\_  
Calvin Washington, Council President

CAPITALS

[Brackets]

Asterisks \* \* \*

:Indicate matter to be added to existing law

:Indicate matter to be deleted from existing law

:Indicate that text is retained from existing law but omitted herein.

**MAYOR AND COUNCIL  
THE TOWN OF FOREST HEIGHTS**

**ORDINANCE NO. 01-21**

**CERTIFICATION**

**I HEREBY CERTIFY** that following its passage, a summary of this Ordinance No. \_\_-21 has been published at least twice in the Town newsletter or a newspaper having general circulation in the Town of Forest Heights and that an executed copy of this ordinance has been delivered to General Code, LLC for codification.

Date: \_\_\_\_\_

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

---

CAPITALS

[Brackets]

Asterisks \* \* \*

:Indicate matter to be added to existing law

:Indicate matter to be deleted from existing law

:Indicate that text is retained from existing law but omitted herein.